



Eve W. Barron
Senior Counsel

Environmental & Safety Law Group
Law Department
Chevron U.S.A. Inc.
1400 Smith Street, 5th Floor
Houston, TX 77002
Tel 713 372 9281
Fax 713 372 9294
evebarron@chevron.com

April 1, 2013

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lance Nixon, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, Texas 75202-2733

Re: Cedar Chemical Corporation Superfund Site, West Helena, Phillips County, Arkansas,
SSID No. 06NH – Response to CERCLA Section 104(e) Request

Dear Mr. Nixon:

Enclosed please find the Response to the CERCLA section 104(e) Request regarding the above-referenced site dated January 14, 2013 submitted on behalf of Chevron Chemical Company (a Chevron U.S.A. Inc. division) ("Chevron"), the successor-in-interest to Chevron Chemical Company.

Chevron conducted a diligent search of its records, and found no information responsive to the Request other than a Tolling Agreement and the First Amendment thereto. The other documents enclosed with the Response were provided to Chevron by ExxonMobil by letter dated March 18, 2008. Chevron reserves the right to supplement its Response should it discover in the future any additional information responsive to the Request.

Please contact the undersigned should you have any questions or comments.

Sincerely,

Eve W. Barron
Senior Counsel

Enclosure

cc: Julie Lee

RECEIVED
13 APR -4 PM 12:56
SUPERFUND DIV.
REMEDIATION BRANCH
6SF-TE

9390162



**CEDAR CHEMICAL CORPORATION SUPERFUND SITE
INFORMATION REQUEST**

QUESTIONS

1. Please provide the full legal name, mailing address, and phone number of the Respondent.

RESPONSE:

Chevron Chemical Company (a Chevron U.S.A. Inc. division)
6001 Bollinger Canyon Road
San Ramon, CA 94583-2324

2. For each person answering these questions on behalf of the Respondent provide full name, title, business address, and business telephone and fax number.

RESPONSE:

Eve W. Barron, Senior Counsel
Environmental & Safety Law Group
Chevron U.S.A. Inc.
1400 Smith Street, 5th Floor
Houston, Texas 77002

Julie E. Lee, Project Manager
Superfund and Specialty Portfolios
Chevron Environmental Management Company
6101 Bollinger Canyon Road, Building X-5387
San Ramon, California 94583

3. If the respondent wishes to designate an individual for all future correspondence concerning this Site, including legal notices, please provide the individuals name, address, telephone number, and fax number.

RESPONSE:

Eve W. Barron, Senior Counsel
Environmental & Safety Law Group
Chevron U.S.A. Inc.
1400 Smith Street, 5th Floor
Houston, Texas 77002
Tele: 713-372-9281
Fax: 713-372-9171

4. Please explain the business relationship between your company and Cedar Chemical Corporation.

RESPONSE:

Based on our review of documents identified as responsive to the Request, it is our understanding that Chevron Chemical Company and Cedar Chemical Corporation entered into Toll Processing Agreements for the product CTBL. We further understand that Chevron Chemical Company entered into Toll Manufacturing Agreements with Vertac Chemical Corporation for the manufacture of sulfurized molybdenum polyisobutenylsuccinimide at the same West Helena, Arkansas facility owned and/or operated by Cedar Chemical Corporation.

5. Identify all transactions with the Site owners and/or operators of the Site that resulted in materials being sent to the Site by you for any purpose. Identify and provide all documents related to each transaction, including but not limited to invoices, manifests, shipping papers, bills of lading, receipts, log book entries, trip tickets, work orders, contracts, documents showing the nature of the materials involved, and any EPA and/or State environmental filings or correspondence. For each transaction, identify and state:
- a. The type and purpose for the transaction
 - b. A description of the materials involved, including their quantity and chemical content and characteristics;
 - c. Any amounts paid by you in connection with each transaction;
 - d. The date of each transaction; and
 - e. The date the materials were sent to the Site.

RESPONSE:

Please see attached documents labeled CVX00001 through CVX000078.

6. Provide a copy of the tolling agreement between you company and Cedar Chemical, including any restatements, amendments, or other documents. If there are any other tolling agreements, or joint operating agreements, with other companies, provide copies of such agreements.

RESPONSE:

Please see attached Tolling Agreement and First Amendment to Tolling Agreement labeled CVX000079 through CVX0000103.

7. Identify all persons, including you, who may have arranged to have the raw materials mixed at Cedar Chemical Inc. In addition identify the owner of the hazardous materials involved in each such arrangement.

RESPONSE:

Please see attached documents labeled CVX00001 through CVX000078

8. If any of the documents solicited in this information request are no longer available please indicate the reason why they are no longer available.

RESPONSE:

All documents responsive to this Request are attached to this Response. Chevron reserves the right to supplement this Response should Chevron identify in the future any additional information responsive to this Request.

cc: Miles
Satterfield
Jodice
Stroud
Porter

Geel Shackelford

TOLL MANUFACTURING AGREEMENT

This Agreement is made and entered into this 4th day of September, 1984, by and between Chevron Chemical Company, a Delaware corporation, with offices in San Francisco, California (hereinafter referred to as "Chevron") and Vertac Chemical Corporation, a Delaware corporation, with offices in Memphis, Tennessee (hereinafter referred to as "Vertac").

W I T N E S S E T H:

WHEREAS, Vertac has received detailed information from Chevron for the manufacture of sulfurized molybdenum polyisobutenylsuccinimide ("Product") from polyisobutenylsuccinimide and Vertac has the ability to manufacture sulfurized molybdenum polyisobutenylsuccinimide at its plant in West Helena, Arkansas; and

WHEREAS, Chevron is willing to supply polyisobutenylsuccinimide to Vertac and pay Vertac a fee for manufacturing sulfurized molybdenum polyisobutenylsuccinimide therefrom.

NOW, THEREFORE, the parties agree as follows: B

1.0 Quantity

Vertac shall manufacture and sell to Chevron and Chevron shall buy from Vertac, approximately 30,000 gallons of Product, and such other amounts as may be mutually agreed upon by Chevron and Vertac. Product shall meet the specifications attached hereto as Exhibit 1.

2.0 Manufacture

2.1 Chevron will supply polyisobutenylsuccinimide free of charge to Vertac at its plant in West Helena, Arkansas. Specifications for this raw material are attached in Exhibit 2. Vertac will notify Chevron of the quantities of polyisobutenylsuccinimide needed for Vertac's performance hereunder in a timely fashion to permit commercial quantity shipments thereof to be made by Chevron to Vertac.

2.2 Vertac shall toll manufacture Product at its plant. Other than said polyisobutenylsuccinimide, Vertac shall supply all materials, equipment, utilities and manpower necessary for the manufacturing process. The process shall be carried out in accordance with Chevron's instructions and specifications as set forth in Exhibit 2 ("Procedure"). The instructions and specifications in Exhibit 2 may, from time to time, be amended by Chevron upon approval by Vertac. which approval shall not be unreasonably withheld. *B*

2.3 During the manufacture of Product, Chevron will provide to Vertac at Vertac's request, technical advice and consultation, said technical advice and consultation to be provided free of charge to Vertac and to the extent Chevron at its sole discretion deems necessary.

2.4 Vertac will maintain in confidence all data and technical information relating to the manufacture of Product made available to Vertac directly or indirectly by Chevron under the terms of this Agreement and will not use all or any portion of this data or technical information for any purpose other than the manufacture by Vertac for Chevron of Product and will not disclose all or any portion of said data or technical information to others without Chevron's prior written consent. The provisions of this Section 2.4 shall not apply to any data or technical information (a) which was developed by Vertac and in Vertac's possession prior to Vertac's first receipt of the same, directly or indirectly, from Chevron, (b) which is now, or hereafter becomes through no act or failure to act on Vertac's part, published information generally known on a nonconfidential basis in the lubricating oil industry, or (c) which was heretofore or is hereafter furnished to Vertac by others as a matter of right without restriction on disclosure.

2.5 Vertac shall test all reactants and processing materials promptly upon delivery thereof to Vertac as set forth in Exhibit 5 to determine if such reactants and processing materials *B*

comply with Chevron's specifications attached hereto as collective Exhibit 2. If such reactants or processing materials do not comply with Chevron's specifications, Vertac shall inform Chevron of such noncompliance and shall not use such reactants or processing materials in performance of this contract. If Chevron informs Vertac that it waives compliance with the purchase specifications as to a particular batch of reactants or processing materials, Vertac shall not be liable for failure of the Product manufactured using such particular batch of reactants or processing materials to meet manufacturing specifications provided that such failure results solely from the failure of such particular batch of reactants or processing materials to meet purchase specifications. Any waiver or failure to meet purchase specifications shall be singular in nature and shall not imply that a similar failure in a subsequent batch would be waived.

2.6 Vertac shall retain at least a one (1)-quart sample of the first batch of Product prepared and at least a one (1)-quart sample of each bulk lot of Product shipped to Chevron. Vertac shall retain said samples for a period of at least six (6) months and shall provide the sample and all data relating to the sample to Chevron upon request by Chevron.

2.7 Chevron has the right to inspect and analyze at Vertac's plant each batch of Product manufactured by Vertac for Chevron hereunder to determine if each batch meets the specifications set by Chevron. Chevron's analytical tests shall

be accepted as correct unless proved in error within thirty (30) days of the date upon which Vertac is notified of the test results. If a specific batch of Product fails to meet Chevron's manufacturing specifications, Chevron may, at its sole discretion, waive compliance with the manufacturing specifications as to such specific batch. Such a waiver shall be singular in nature and shall not imply that a similar problem in a subsequent batch would be waived. If Chevron does not waive compliance with the manufacturing specifications, the nonconforming Product shall be reprocessed at Vertac's sole cost and expense unless failure of such Product to meet Chevron's specifications is caused by Chevron's negligence or breach of its obligation hereunder.

2.8 Vertac will reimburse Chevron for its actual raw material costs in the event of any loss, contamination, or destruction of Chevron's raw materials or of Product while in Vertac's custody, unless caused by Chevron's negligence. Risk of loss of Product shall pass to Chevron upon delivery to carrier. Vertac shall not be responsible for excessive raw material consumption or Product yields as a result of failure of the Procedure. The consumption by Vertac of polyisobutenylsuccinimide in excess of one gallon per 0.97 gallon of sulfurized molybdenum polyisobutenylsuccinimide produced shall be for Vertac's account. For this purpose, the polyisobutenylsuccinimide shall be valued at Chevron's cost plus transportation charges to Vertac's plant. *P*

2.9 Vertac will forward month-end inventory records and daily-use records of all inventory owned by Chevron. These records will be forwarded to:

Chevron Chemical Company
P.O. Box 70
Belle Chasse, LA 70037
Attn: Accounting Dept.

3.0 Delivery, Title and Risk of Loss

3.1 Vertac shall arrange for shipment of the sulfurized molybdenum polyisobutenylsuccinimide F.O.B. West Helena, Arkansas, in accordance with Chevron's instructions, to Chevron at its Oak Point Plant in Belle Chasse, Louisiana, or to such other location that Chevron may, at Chevron's sole discretion, designate. Vertac shall provide a certificate of analysis to Chevron with each shipment of Product hereunder based on methods outlined in Exhibit 5.

3.2 Title to all Product and all polyisobutenylsuccinimide shall at all times remain in Chevron. Vertac shall not impose or permit to be imposed upon any of the Product or polyisobutenylsuccinimide within the custody or control of Vertac any liens or encumbrances whatsoever.

3.3 Vertac shall be responsible for all loss, contamination, or damage whatsoever to the Product or polyisobutenylsuccinimide while in the custody of Vertac at the plant unless caused by negligence of Chevron. *B*

4.0 Price

4.1 The toll manufacturing fee for Product processed by Vertac under this Agreement shall be \$7.10 per gallon of Product F.O.B. West Helena, Arkansas. This fee of \$7.10 per gallon includes all costs of raw materials (except for the cost of polyisobutenylsuccinimide to be supplied by Chevron), labor, equipment requirements, filter cake disposal, testing and supervision. Vertac may adjust the price for Product for quantities in excess of 30,000 gallons based on changes of the price and rate of use of molybdcic oxide which is currently \$4.00/lb. and is used at a rate of 0.745 lb./lb. of Product.

4.2 All payments by Chevron to Vertac for the Product shall be made without discount or deduction within thirty (30) days of receipt of invoices issued by Vertac.

5.0 Taxes

Vertac shall assume responsibility and pay for all personal property taxes assessed by any governmental authority with respect to the plant facilities and raw materials owned by Vertac. Chevron shall be responsible for and pay any personal property taxes assessed on raw materials or finished Product owned by Chevron in Vertac's custody. *B*

6.0 Related Agreement

This Agreement is subject to the provisions of that certain agreement dated November 11, 1983, between Chevron Research Company and Vertac ("Said Agreement"), to the extent that the terms "Said Products", "Said Purposes", and "Said Information" are applicable to sulfurized molybdenum polyisobutenylsuccinimide. Said Agreement is hereby incorporated by reference and made a part of this Agreement as Exhibit 3, the same as if fully set forth herein.

7.0 Excuses for Nonperformance

7.1 Neither party shall be in breach of its obligations hereunder to the extent that performance is prevented, or delayed as a result of any of the following contingencies:

- (i) any cause beyond the reasonable control of the party concerned;
- (ii) labor disturbance, whether involving the employees of the party concerned or otherwise, and regardless of whether the disturbance could be settled by acceding to the demands of a labor group; */s/*

(iii) compliance with any ordinance, statute, regulation or order hereinafter enacted or issued on behalf of any government or governmental department or agency (including but not limited to EPA, OSHA).

7.2 In the event that Vertac's performance under Section 3.1 of this Agreement is delayed by at least sixty (60) days as a result of any occurrence provided for in Section 7.1, Chevron shall, at Chevron's sole discretion, have the right to terminate this Agreement.

7.3 Nothing in this section shall excuse Chevron from its obligations to make payments when due as provided above.

8.0 Warranties

8.1 Vertac warrants that the Product manufactured for Chevron hereunder will conform with the specifications referred to in Exhibit 1, as said specifications shall be from time to time be amended upon reasonable notice to and written agreement of Vertac; that the Product shall be carefully manufactured, packaged, labeled and shipped in conformance with all applicable governmental laws, ordinances, rules, regulations, executive orders, and official statements of policy; and that the Product has no unspecified impurities or properties which are detectable by the best current and generally available technology and analytical practices and which are either outside typical ranges *13*

or hazardous to man or the environment, unless said impurities are introduced in the raw materials supplied hereunder by Chevron. Vertac expressly disclaims all warranties of merchantability or fitness for a particular purpose with respect to Product.

9.0 Indemnity

9.1 Vertac shall indemnify and hold harmless Chevron, Chevron's affiliates and the agents and employees of Chevron and Chevron's affiliates ("indemnitees"), from and against any and all loss, damage, injury, liability and claims thereof for injury to or death of a person, including an employee of Vertac or an indemnitee, or for loss of or damage to property, including property of Vertac or an indemnitee, resulting from Vertac's performance hereunder, except where such loss, damage, injury, liability or claim is the result of the negligence or willful misconduct of an indemnitee and is not contributed to by any act of, or by omission to perform some duty imposed by law or contract on, Vertac, its agents or employees. Subject to the warranties set forth in Section 8.0, Chevron shall indemnify Vertac against all loss, damage, injury, liability or claims arising out of the shipment, handling or use of Product after delivery to Chevron's designated carrier. Chevron's affiliates, as used herein, means Chevron Corporation, a Delaware, U.S.A. corporation and any company (other than Chevron) whose stock carrying the right to vote for directors is fifty percent (50%) or more owned or controlled, directly or indirectly, by Chevron Corporation. */s/*

10.0 Insurance

Without in any way limiting liability of Vertac pursuant to Section 9.0 hereof, Vertac shall maintain the following insurance at Vertac's expense:

(a) Workers' Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's Harbor Workers' Act and the Jones Act, if applicable.

(b) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance including the following coverages:

- (i) Broad Form Property Damage Liability Insurance;
- (ii) Contractual Liability Insurance to cover liability assumed under this Agreement;
- (iii) Product Liability and Completed Operations Liability Insurance; and
- (iv) Sudden and Accidental Pollution Insurance.

The limit of liability for such insurance shall be not less than \$1,000,000 combined single limit per occurrence. *B*

(c) Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned, and hired automobiles, trucks, buses, vans and other motorized vehicles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$250,000 per person/\$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

The above insurance shall include a requirement that the insurer provide Chevron with at least thirty (30) days' advance written notice prior to the effective date of any cancellation or material change in the insurance. The insurance specified in Subsection (a) above shall contain a waiver of subrogation against Chevron and its affiliates. The insurance specified in Subsections (b) and (c) above shall name Chevron and its affiliates as additional insureds with respect to operations performed hereunder, provide that said insurance is primary coverage with respect to all insureds, and contain a Standard Cross-Liability Endorsement or Severability of Interest Clause.

Vertac shall provide Chevron with certificates or other documentary evidence of the above insurance satisfactory to Chevron.

11.0 Assignability

This agreement is not assignable by either party without the written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be void; provided, however, that Chevron may assign its rights hereunder (but not its obligations) to Chevron Corporation, a Delaware corporation, or any company not less than fifty percent (50%) of whose outstanding stock (having the right to vote for or appoint directors) is owned or controlled directly or indirectly through one or more intermediaries by standard Chevron Corporation. This Agreement shall terminate in the event of any voluntary or involuntary receivership, bankruptcy or insolvency proceedings affecting either party.

12.0 Hazards

The reactants and/or products may be or may become hazardous. Vertac shall inform and familiarize all employees, agents, contractors and customers who may handle these materials of all hazards pertaining to them, goods made therefrom, all uses or applications thereof, containers in which the materials may be shipped or stored, equipment with which it is used and/or handled and any Federal, State and local laws and regulations relating thereto. Vertac undertakes to label all applicable containers as appropriate to give due warning and protection to its employees, customers and others from such hazards, to inform, protect and

train its agents and employees and to urge its contractors and customers to inform, protect and train their employees and agents in the safe and proper uses, handling and labeling of these materials. In so doing, Vertac may rely on Chevron for the accuracy of the specific safety information actually furnished by Chevron as of the time furnished but for nothing further.

Chevron has furnished all available Material Information Bulletins (Exhibit 7) for the Product hereunder and has thereby advised Vertac of the known hazards associated with said Product.

13.0 Independent Contractors

Nothing in this Agreement shall be construed to constitute Chevron or Vertac as a partner, joint venturer, agent or other representative of the other. Each is an independent contractor retaining complete control over and complete responsibility for its own operations and employees. Nothing in this Agreement shall be construed to grant either party any right or authority to assume or create any obligation on behalf or in the name of the other or to accept summons or legal process for the other; or to bind the other in any manner whatsoever except as specifically provided herein. *16*

14.0 Waste Disposal

It is anticipated that no hazardous wastes shall be generated during the performance of this Agreement. However, Vertac shall faithfully follow Chevron's instructions with regard to disposing of any waste, including the disposal thereof in a Class I site approved by Chevron, if deemed necessary in Chevron's sole opinion. Vertac shall furnish Chevron with copies of all manifests and documents prepared for the disposal of any wastes generated in the performance of this Agreement. In the event that faulty Procedures or defective raw materials supplied to Vertac by Chevron result in the generation of extraordinary wastes, either in nature or amount, other than the normal wastes outlined in Exhibit 9, then Chevron shall be responsible for the costs of disposal of such extraordinary wastes, provided that Vertac promptly notifies Chevron and follows Chevron's instructions in regard to the disposal thereof.

15.0 Default

15.1 If either party defaults in performance of any provision of this Agreement and fails to remedy such default and indemnify the other party against the consequences of such default within thirty (30) days after receipt of notice from the other party, specifying the nature and occurrence of the default, such other party may terminate this Agreement by written notice to the defaulting party. *B*

15.2 All rights and remedies are cumulative and election of one right or remedy shall not exclude the other.

15.3 The waiver by one party of any breach or any portion of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision.

16.0 Duration of Agreement - Termination

16.1 This Agreement shall be in effect for a primary term of one year from the date first written above and from year to year thereafter unless and until terminated by either party after the primary term upon ninety (90 days) prior written notice.

16.2 Termination of this Agreement pursuant to any provision hereof shall be without prejudice to the terminating party's rights against the other party accrued prior to the date of termination.

16.3 Termination of this Agreement shall not terminate the obligations and rights of Chevron and Vertac under Said Agreement, or the obligations of Vertac under Section 2.4 hereof. *18*

17.0 Entirety of Agreement

This Agreement is executed and delivered with the understanding that together with the aforementioned Said Agreement between Chevron Research Company and Vertac dated November 11, 1983, (Exhibit 3), it integrates and embodies the entire agreement between the parties concerning the manufacture of sulfurized molybdenum polyisobutenylsuccinimide and there are no prior representations, warranties, or agreements relating thereto.

18.0 Notices

All notices by either party to the other required to be given under this Agreement shall be by telex, confirmed in writing and shall be deemed given upon receipt. Notices shall be sent to Chevron at

Chevron Chemical Company
575 Market Street
San Francisco, CA 94105
Telex No: 910-372-7340

and to Vertac at

Vertac, Chemical Corp.
Suite 2414
5100 Poplar Avenue
Memphis, TN 38137
Telex No.: 53927

or to such other address as one party may designate to the other by notice as aforesaid.

19.0 Nondiscrimination

In connection with the performance of work under this Agreement Vertac agrees to comply with all the applicable provisions contained in Exhibit 4 attached hereto and by reference made a part hereof. All references in Exhibit 4 to contractor shall be deemed to refer to Vertac.

20.0 Governing Law

This Agreement and its interpretation, performance, and enforcement shall be governed by local law of the State of Arkansas.

21.0 Right to Audit

21.1 Vertac shall maintain true and correct records in connection with the work and all transactions related thereto and shall retain all such records (see Exhibit 6) for at least twenty-four (24) months after the work is completed.

21.2 No director, employee or agent of Vertac shall give or receive any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the work, or enter into any business arrangement with any director, employee or agent of Chevron or any affiliate other than as a representative of Chevron or its affiliate, without prior written notification thereof to Chevron. Vertac shall promptly notify Chevron of any violation of this paragraph and any consideration received of such violation shall be paid over or credited to Chevron. Additionally, if any violation of this paragraph occurring prior to the date of this Agreement resulted directly or indirectly in Chevron's consent to enter into this Agreement with Vertac, Chevron may, at Chevron's sole option, terminate this Agreement at any time and, notwithstanding any other provision of this Agreement, pay no compensation or reimbursement to Vertac, whatsoever for any work done after the date of termination. An independent certified auditor suitable to Vertac may be requested by Chevron to confirm whether or not the provisions of this paragraph have been complied with at Chevron's expense. No other information may be released by such auditor, however, without the consent of Vertac.

21.3 Vertac shall assist Chevron in making the above audits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

CHEVRON CHEMICAL COMPANY

By _____
Title _____
Date _____

VERTAC CHEMICAL CORPORATION

By *C. H. Bremer Jr.*
Title President and
Chief Executive Officer
Date September 6, 1984



VERTAC CHEMICAL CORPORATION

One Greentree Centre • Suite 201 • Marlton, N.J. 08053
609-596-8488

June 26, 1984

Bill Shackelford

Chevron Chemical Company
Oronite Additives Division
575 Market Street
San Francisco, CA 94105

Attention: Tom Tolar

- RE: 1. Chevron Chemical Company/Vertac Chemical Corporation
Toll Manufacturing Agreement dated January 26, 1984
2. Amendment to January 26, 1984 Agreement dated May 7, 1984

Dear Tom:

This letter will confirm Chevron's agreement to purchase from Vertac, and Vertac's undertaking to manufacture for Chevron, an additional 10,000 gallons of sulfurized molybdenum polyisobutenylsuccinimide ("Product") at a price of \$4.00 per gallon. Except for the price stated herein, all of the other terms and provisions of the above referenced agreement shall govern.

Vertac shall initiate production of the above quantity of Product as promptly as practicable following receipt of the raw materials to be furnished by Chevron pursuant to the agreement, which we understand will occur prior to the end of this agreement.

Please confirm this agreement to the referenced agreement by signing the duplicate copy of this letter on behalf of Chevron where indicated below and returning it to the attention of Geoffrey L. Pratt at Vertac's Memphis office for insertion in our contract file.

Very truly yours,

Ron Cheves

Ron Cheves
Vice President

RC/bh

AGREED:

CHEVRON CHEMICAL COMPANY

By: *OK Mulvaney 6/27/84*

CORPORATE HEADQUARTERS

5100 POPLAR AVE. • 24TH FLOOR • MEMPHIS, TN 38137 • 901-767-6851
MANUFACTURING FACILITIES: JACKSONVILLE, AR • WEST HELENA, AR • VICKSBURG, MS

CVX000021

OLUA 378

BATCH	WATER	MOO3	FRESH MIN. SP	OLUA 370	FILTER AID	SULFUR	PRODUCT
12	1160	633	790	6670	100	250	7040
13	1160	633	2900	6660	100	250	5635
14	1160	633	2850	6650	100	250	6735
15	1160	633	—	6650	100	250	4280
16	1160	633	—	6650	100	250	7345
17	1160	633	—	6650	200	250	8655
18	1160	633	300	6650	100	250	6125
19	1160	633	—	6650	100	250	7580
20	1160	633	—	6650	100	250	6710
21	1160	633	—	6650	100	250	8090
22	1160	633	560	6650	100	250	7880
TOTAL	12,760	6963	7400	73,180 (73,100)	1200	2750	81,075 9768gal (9786gal)

73100 x 1.0606 = 77530 # prod expected
81075
3545

9631 gal
theo. @
100%

AB0000112163

CVX000022

6-21-84

Chevron -

First 6 batches

Feed (370) used

39,930 lbs.

Product

44,690

Product expected at .97 gal product for
each gallon feed

$.97 \times 8.3 = 8.05 \text{ \#prod per } 7.59 \text{ \# feed}$

or $8.05 / 7.59 = 1.0606 \text{ \#prod. / \# feed}$

$39,930 \times 1.061 = 42,366 \text{ lbs.}$

Plus Recovery

1 400 lbs (approx)

Total Expected

43,766 lbs -



Chevron Chemical Company

575 Market Street, San Francisco, California
Mail Address: P.O. Box 7144, San Francisco, CA 94120-7144

Oronite Additives Division

May 15, 1984

OLOA 378
Toll Manufacture

cc: [Signature]
7 -
copy for
John
Tom
Charley
Joe
Greg

Vertac Chemical Corporation
Suite 2414
5100 Poplar Avenue
Memphis, TN 38137

Attention: Mr. G. L. Pratt

Gentlemen:

Enclosed is a copy of the signed addendum to the contract for the toll manufacture of our OLOA 378.

We shipped 9,738 gallons of OLOA 370 to you May 8, 1984 in GATX 71495. This material contains 2.28% nitrogen and weighs 7.61 lbs/gallon. We also ordered 6,900 lbs of Molybdc Oxide for delivery to you.

The original contract did not have a yield factor. We do have a factor of 0.97 minimum gallons of OLOA 378 per gallon OLOA 370 in other contracts and prefer that you meet this.

Please advise us when Vertac can delivery 10,000 gallons of OLOA 378.

Very truly yours,

T. N. Tolar
T. N. Tolar

TNT:1j1
Enclosure

CVX000024



VERTAC CHEMICAL CORPORATION

One Greentree Centre • Suite 201 • Marlton, N.J. 08053
609-596-8488

May 7, 1984

Chevron Chemical Company
Oronite Additives Division
575 Market Street
San Francisco, CA 94105

Attention: Tom Tolar

RE: Chevron Chemical Company/Vertac Chemical Corporation
Toll Manufactured Agreement dated January 26, 1984

Dear Tom:

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Please confirm this agreement to the referenced agreement by signing the duplicate copy of this letter on behalf of Chevron where indicated below and returning it to the attention of Geoffrey L. Pratt at Vertac's Memphis office for insertion in our contract file.

Very truly yours,

Ron Cheves

Ron Cheves
Vice President

RC/co

AGREED:

CHEVRON CHEMICAL COMPANY

By: *OK Mulvaney* *5/11/84*

CORPORATE HEADQUARTERS

5100 POPLAR AVE. • 24TH FLOOR • MEMPHIS, TN 38137 • 901-767-6851
MANUFACTURING FACILITIES: JACKSONVILLE, AR • WEST HELENA, AR • VICKSBURG, MS

CVX000025

TOLL MANUFACTURING AGREEMENT

This Agreement is made and entered into this 26 day of January, 1981, by and between Chevron Chemical Company, a Delaware corporation, with offices in San Francisco, California (hereinafter referred to as "Chevron") and Vertac Chemical Corporation, a Delaware corporation, with offices in Memphis, Tennessee (hereinafter referred to as "Vertac").

W I T N E S S E T H:

WHEREAS, Vertac has received detailed information from Chevron for the manufacture of sulfurized molybdenum polyisobutenylsuccinimide ("Product") from polyisobutenylsuccinimide and Vertac has determined that Vertac has the ability to manufacture sulfurized molybdenum polyisobutenylsuccinimide at its plant in West Helena, Arkansas; and

WHEREAS, Chevron is willing to supply molybdic oxide and polyisobutenylsuccinimide to Vertac and pay Vertac a fee for manufacturing sulfurized molybdenum polyisobutenylsuccinimide therefrom.

NOW, THEREFORE, the parties agree as follows:

1.0 Quantity

Vertac shall manufacture and sell to Chevron and Chevron shall buy from Vertac, approximately 10,000 gallons of Product, and such other amounts as may be mutually agreed upon by Chevron and Vertac. *Vertac shall make its best efforts to produce* *JPB RC* ~~Said Product shall~~ ^{to} meet the specifications attached hereto as Exhibit 1.

2.0 Manufacture

2.1 Chevron will supply molybdc oxide and polyisobutenylsuccinimide free of charge to Vertac at its plant in West Helena, Arkansas. Specifications for these raw materials are attached in Exhibit 2. Vertac will notify Chevron of the quantities of molybdc oxide and polyisobutenylsuccinimide needed for Vertac's performance hereunder in a timely fashion to permit commercial quantity shipments thereof to be made by Chevron to Vertac.

2.2 Vertac shall toll manufacture Product at its plant from molybdc oxide and polyisobutenylsuccinimide. Other than said molybdc oxide and polyisobutenylsuccinimide, Vertac shall supply all materials, equipment, utilities and manpower necessary for the manufacturing process. The process shall be carried out in accordance with Chevron's instructions and specifications as

set forth in Exhibit 2 ("Procedure"). The instructions and specifications in Exhibit 2 may, from time to time, be amended by Chevron upon approval by Vertac, which approval shall not be unreasonably withheld.

2.3 During the manufacture of Product, Chevron will provide to Vertac at Vertac's request, technical advice and consultation, said technical advice and consultation to be provided free of charge to Vertac and to the extent Chevron, in its sole but reasonable discretion deems necessary.

2.4 Vertac will maintain in confidence all data and technical information relating to the manufacture of Product made available to Vertac directly or indirectly by Chevron under the terms of this Agreement and will not use all or any portion of this data or technical information for any purpose other than the manufacture by Vertac for Chevron of Product and will not disclose all or any portion of said data or technical information to others without Chevron's prior written consent. The provisions of this Section 2.4 shall not apply to any data or technical information (a) which was developed by Vertac and in Vertac's possession prior to Vertac's first receipt of the same, directly or indirectly, from Chevron, (b) which is now, or hereafter becomes through no act or failure to act on Vertac's part,

published information generally known on a nonconfidential basis in the lubricating oil industry, or (c) which was heretofore or is hereafter furnished to Vertac by others as a matter of right without restriction on disclosure.

2.5 Vertac shall test all reactants and processing materials promptly upon delivery thereof to Vertac as set forth in Exhibit 5 to determine if such reactants and processing materials comply with Chevron's specifications. If such reactants or processing materials do not comply with Chevron's specifications, Vertac shall inform Chevron of such noncompliance and shall not use such reactants or processing materials in performance of this contract. If Chevron informs Vertac that it waives compliance with the purchase specifications as to a particular batch of reactants or processing materials, Vertac shall not be liable for failure of the Product manufactured using such particular batch of reactants or processing materials to meet manufacturing specifications provided that such failure results solely from the failure of such particular batch of reactants or processing materials to meet purchase specifications. Any waiver or failure to meet purchase specifications shall be singular in nature and shall not imply that a similar failure in a subsequent batch would be waived.

2.6 Vertac shall retain at least a one (1)-quart sample of the first batch of Product prepared and at least a one (1)-quart sample of each bulk lot of Product shipped to Chevron. Vertac shall retain said samples for a period of at least six (6) months and shall provide the sample and all data relating to the sample to Chevron upon request by Chevron.

2.7 Chevron has the right to inspect and analyze at Vertac's plant each batch of Product manufactured by Vertac for Chevron hereunder to determine if each batch meets the specifications set by Chevron. ~~Chevron's analytical tests shall be~~

~~accepted as correct unless proved in error within thirty (30)~~ JB

~~days of the date upon which Vertac is notified of the test.~~ RC

~~results. If a specific batch of Product fails to meet Chevron's~~

~~manufacturing specifications, Chevron may, at its sole discre-~~

~~tion, waive compliance with the manufacturing specifications as~~

~~to such specific batch. Such a waiver shall be singular in~~

~~nature and shall not imply that a similar problem in a subsequent~~

~~batch would be waived. If Chevron does not waive compliance with~~

the manufacturing specifications, the nonconforming Product shall be reprocessed or replaced at Vertac's sole cost and expense, only if ~~run conformance results from Vertac's failure to follow Chevron's Operating~~ RC

~~Procedure attached hereto as Exhibit 2 so same may be revised at Chevron's~~

2.8 Vertac will reimburse Chevron for its actual raw

material costs in the event of any loss, contamination or

destruction of Chevron's raw materials or of Product while in

Vertac's custody, unless caused by Chevron's negligence. Risk of

loss of Product shall pass to Chevron upon delivery to carrier. Vertac shall not be responsible for excessive raw material consumption or Product yields as a result of failure of the Procedure. For the purpose of computing damages in the event of loss or contamination, the polyisobutenylsuccinimide shall be valued at Chevron's cost plus transportation charges to Vertac's plant. For additional production beyond the first 10,000 gallons, a consumption standard for Chevron-owned materials will be specified and agreed upon in writing.

2.9 Vertac will forward month-end inventory records and daily-use records of all inventory owned by Chevron. These records, specified in Exhibit 6, should include all Product, all work in progress, polyisobutenylsuccinimide, and molybdc oxide. These records will be forwarded to:

Chevron Chemical Company
P.O. Box 70
Belle Chasse, LA 70037
Attn: Accounting Dept.

3.0 Delivery, Title and Risk of Loss

3.1 Vertac shall arrange for shipment of the sulfurized molybdenum polyisobutenylsuccinimide F.O.B. West Helena, Arkansas in accordance with Chevron's instructions, to Chevron at its Oak Point Plant in Belle Chasse, Louisiana or to such other location that Chevron may, at Chevron's sole discretion, designate.

Vertac shall provide a certificate of analysis to Chevron with each shipment of Product hereunder based on methods outlined in Exhibit *A. 5. JPS*

3.2 Title to all Product and all *molybdic oxide* *RC JPS* and polyisobutenylsuccinimide shall at all times remain in Chevron. Vertac shall not impose or permit to be imposed upon any of the Product or polyisobutenylsuccinimide within the custody or control of Vertac any liens or encumbrances whatsoever.

3.3 Vertac shall be responsible for all loss, contamination, or damage of whatsoever nature to the Product or polyisobutenylsuccinimide while in the custody of Vertac at the plant, *unless caused by Cheever's negligence.* *RC JPS*

4.0 Price

the quantity of product stated in Section *RC JPS*
4.1 The toll manufacturing fee for ~~Product~~ processed by Vertac for Chevron ~~by Vertac~~ under this Agreement shall be \$4.35 per gallon of Product F.O.B. West Helena, Arkansas. This fee of \$4.35 per gallon includes all costs of raw materials, *JPS* *RC* (except for the cost of polyisobutenylsuccinimide and molybdic oxide to be supplied by Chevron,) labor, equipment requirements, utilities, filter cake disposal, testing, and supervision.

The price and shipment schedules for additional quantities of Product ordered by Chevron shall be mutually agreed upon by the parties at the time of each order. If the parties do not agree

RC^{JPB}

For any additional quantities of Product

to a price and delivery schedule at the time of the order, either party, upon written notice given to the other within at least two (2) weeks of the date of the order, may terminate this Agreement as of the date of the order.

4.2 All payments by Chevron to Vertac for the Product shall be made without discount or deduction within thirty (30) days of receipt of invoices issued by Vertac.

5.0 Taxes

Vertac shall assume responsibility and pay for all personal property taxes assessed by any governmental authority with respect to the plant facilities and raw materials owned by Vertac. Chevron shall be responsible for and pay any personal property taxes assessed on raw materials or finished Product owned by Chevron in Vertac's custody.

6.0 Related Agreement

This Agreement is subject to the provisions of that certain agreement dated November 11, 1983 between Chevron Research Company and Vertac ("Said Agreement"), to the extent that the terms "Said Products", "Said Purposes", and "Said Information" are applicable to sulfurized molybdenum polyisobutenylsuccinimide.

Said Agreement is hereby incorporated by reference and made a part of this Agreement as Exhibit 3, the same as if fully set forth herein.

7.0 Excuses for Nonperformance

7.1 Neither party shall be in breach of its obligations hereunder to the extent that performance is prevented, or delayed as a result of any of the following contingencies:

- (i) any cause beyond the reasonable control of the party concerned;
- (ii) labor disturbance, whether involving the employees of the party concerned or otherwise, and regardless of whether the disturbance could be settled by acceding to the demands of a labor group;
- (iii) compliance with any ordinance, statute, regulation or order hereinafter enacted or issued on behalf of any government or governmental department or agency (including but not limited to EPA, OSHA).

7.2 In the event that Vertac's performance under Section 3.1 of this Agreement is delayed by at least sixty (60) days as a result of any occurrence provided for in Section 7.1, Chevron shall, at Chevron's sole discretion, have the right to terminate this Agreement.

7.3 Nothing in this section shall excuse Chevron from its obligations to make payments when due as provided above.

8.0 Warranties

8.1 Vertac warrants that the Product ^{manufactured for RC} ~~be manufactured in accordance with the procedure~~ hereunder will ^{be manufactured in accordance with the procedure} conform with the specifications referred to in Exhibit ² ~~1~~, as said ^{procedure} specifications shall from time to time be amended upon reasonable notice to and written agreement of Vertac; that the Product has been carefully manufactured, packaged, labeled and shipped in conformance with all applicable governmental laws, ordinances, rules, regulations, executive ^{of which Vertac has knowledge} orders, and official statements of policy; and that the Product ^{RC JP} has no unspecified impurities or properties which are detectable by the best current and generally available technology and analytical practices and which are either outside typical ranges or hazardous to man or the environment, unless said impurities are introduced in the raw materials supplied hereunder by Chevron. Vertac expressly disclaims all warranties of merchantability or fitness for a particular purpose with respect to the Product.

9.0 Indemnity

9.1 Vertac shall indemnify and hold harmless Chevron, Chevron's affiliates and the agents and employees of Chevron and Chevron's affiliates ("indemnitees"), from and against any and all loss, damage, injury, liability and claims thereof for injury to or death of a person, including an employee of Vertac or an indemnitee, or for loss of or damage to property, including property of Vertac or an indemnitee, resulting from Vertac's performance hereunder, except where such loss, damage, injury, liability or claim is the result of the negligence or willful misconduct of an indemnitee and is not contributed to by any act of, or by omission to perform some duty imposed by law or contract on, Vertac, its agents or employees. Subject to the warranties set forth in Section 8.0, Chevron shall indemnify Vertac against all loss, damage, injury, liability and claims arising out of the shipment, handling or use of Product after delivery to Chevron's designated carrier. Chevron's affiliates, as used herein, means Standard Oil Company of California, a Delaware, U.S.A. corporation and any company (other than Chevron) whose stock carrying the right to vote for directors is fifty percent (50%) or more owned or controlled, directly or indirectly, by said Standard Oil Company of California.

10.0 Insurance

Without in any way limiting liability of Vertac pursuant to Section 9.0 hereof, Vertac shall maintain the following insurance at Vertac's expense:

(a) Workers' Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's Harbor Workers' Act and the Jones Act, if applicable.

(b) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance including the following coverages:

- (i) Broad Form Property Damage Liability Insurance;
- (ii) Contractual Liability Insurance to cover liability assumed under this Agreement;
- (iii) Product Liability and Completed Operations Liability Insurance; and
- (iv) Sudden and Accidental Pollution Insurance.

The limit of liability for such insurance shall be not less than \$1,000,000 combined single limit per occurrence.

(c) Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned, and hired automobiles, trucks, buses, vans and other motorized vehicles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$250,000 per person/\$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

The above insurance shall include a requirement that the insurer provide Chevron with at least thirty (30) days' advance written notice prior to the effective date of any cancellation or material change in the insurance. The insurance specified in Subsection (a) above shall contain a waiver of subrogation against Chevron and its affiliates. The insurance specified in Subsections (b) and (c) above shall name Chevron and its affiliates as additional insureds with respect to operations performed hereunder, provide that said insurance is primary coverage with respect to all insureds, and contain a Standard Cross-Liability Endorsement or Severability of Interest Clause.

Vertac shall provide Chevron with certificates or other documentary evidence of the above insurance satisfactory to Chevron.

11.0 Assignability

This Agreement is not assignable by either party without the written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be void; provided, however, that Chevron may assign its rights hereunder (but not its obligations) to Standard Oil Company of California, a Delaware corporation, or any company not less than fifty percent (50%) of whose outstanding stock (having the right to vote for or appoint directors) is owned or controlled directly or indirectly through one or more intermediaries by Standard Oil Company of California. This Agreement shall terminate in the event of any voluntary or involuntary receivership, bankruptcy or insolvency proceedings affecting either party.

12.0 Hazards

The reactants and/or products are or may become hazardous. Vertac shall inform and familiarize all employees, agents, contractors and customers who may handle these materials of all hazards pertaining to them, goods made therefrom, all uses or applications thereof, containers in which the materials may be shipped or stored, equipment with which it is used and/or handled and any Federal, State and local laws and regulations relating

thereto. Vertac undertakes to label all applicable containers as appropriate to give due warning and protection to its employees, customers and others from such hazards, to inform, protect and train its agents and employees and to urge its contractors and customers to inform, protect and train their employees and agents in the safe and proper uses, handling and labeling of these materials. In so doing, Vertac may rely on Chevron for the accuracy of the specific safety information actually furnished by Chevron as of the time furnished but for nothing further.

Chevron has furnished all available Material Information Bulletins for the Product hereunder and has thereby advised Vertac of the known hazards associated with said Product.

13.0 Independent Contractors

Nothing in this Agreement shall be construed to constitute Chevron or Vertac as a partner, joint venturer, agent or other representative of the other. Each is an independent contractor retaining complete control over and complete responsibility for its own operations and employees. Nothing in this Agreement shall be construed to grant either party any right or authority to assume or create any obligation on behalf or in the name of the other; to accept summons or legal process for the other; or to bind the other in any manner whatsoever.

14.0 Waste Disposal

It is anticipated that no hazardous wastes shall be generated during the performance of this Agreement. However, Vertac shall faithfully follow Chevron's instructions with regard to disposing of any waste, including the disposal thereof in a Class I site approved by Chevron, if deemed necessary in Chevron's sole opinion. Vertac shall furnish Chevron with copies of all manifests and documents prepared for the disposal of any wastes generated in the performance of this Agreement. In the event that faulty Procedures or defective raw materials supplied to Vertac by Chevron result in the generation of extraordinary wastes, either in nature or amount, other than the normal wastes outlined in Exhibit 8, then Chevron shall be responsible for the costs of disposal of such extraordinary wastes, provided that Vertac promptly notifies Chevron and follows Chevron's instructions in regard to the disposal thereof.

15.0 Default

15.1 If either party defaults in performance of any provision of this Agreement and fails to remedy such default and indemnify the other party against the consequences of such default within thirty (30) days after receipt of notice from the

other party, specifying the nature and occurrence of the default, such other party may terminate this Agreement by written notice to the defaulting party.

15.2 All rights and remedies are cumulative and election of one right or remedy shall not exclude the other.

15.3 The waiver by one party of any breach or any portion of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision.

16.0 Duration of Agreement - Termination

16.1 Termination of this Agreement pursuant to any provision hereof shall be without prejudice to the terminating party's rights against the other party accrued prior to the date of termination.

16.2 Termination of this Agreement shall not terminate the obligations and rights of Chevron and Vertac under Said Agreement, or the obligations of Vertac under Section 2.3 hereof.

17.0 Entirety of Agreement

This Agreement is executed and delivered with the understanding that together with the aforementioned Said Agreement between Chevron Research Company and Vertac dated November 11,

1983 (Exhibit 3), it integrates and embodies the entire agreement between the parties concerning the manufacture of sulfurized molybdenum polyisobutenylsuccinimide and there are no prior representations, warranties, or agreements relating thereto.

18.0 Notices

All notices by either party to the other required to be given under this Agreement shall be by telex, confirmed in writing and shall be deemed given upon receipt. Notices shall be sent to Chevron at

Chevron Chemical Company
575 Market Street
San Francisco, CA 94105
Telex No.: 910-372-7340

and to Vertac at

Vertac Chemical Corp.
Suite 2414
5100 Poplar Avenue
Memphis, TN 38137
Telex No.: 53927

or to such other address as one party may designate to the other by notice as aforesaid.

19.0 Nondiscrimination

In connection with the performance of work under this Agreement Vertac agrees to comply with all the applicable provisions contained in Exhibit 4 attached hereto and by reference made a part hereof. All references in Exhibit 4 to contractor shall be deemed to refer to Vertac.

20.0 Governing Law

This Agreement and its interpretation, performance, and enforcement shall be governed by the local law of the State of Arkansas.

21.0 Right to Audit

21.1 Vertac shall maintain true and correct records in connection with the work and all transactions related thereto and shall retain all such records (see Exhibit 6) for at least twenty-four (24) months after the work is completed.

21.2 No director, employee or agent of Vertac shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the work, or enter into any business arrangement with any director, employee or agent of Chevron or any affiliate other than as a representative

of Chevron or its affiliate, without prior written notification thereof to Chevron. Vertac shall promptly notify Chevron of any violation of this paragraph and any consideration received of such violation shall be paid over or credited to Chevron. Additionally, if any violation of this paragraph occurring prior to the date of this Agreement resulted directly or indirectly in Chevron's consent to enter into this Agreement with Vertac, Chevron may, at Chevron's sole option, terminate this Agreement at any time and, notwithstanding any other provision of this Agreement, pay no compensation or reimbursement to Vertac whatsoever for any work done after the date of termination. An independent certified auditor suitable to Vertac may be requested by Chevron to confirm whether or not the provisions of this paragraph have been complied with at Chevron's expense. No other information may be released by such auditor, however, without the consent of Vertac.

21.3 Vertac shall assist Chevron in making the above audits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

CHEVRON CHEMICAL COMPANY

By J.P. Scharf
Title Vice President
Date Feb 8, 1984

ATTEST:

Date _____

VERTAC CHEMICAL CORPORATION

By Ron Chene
Title Vice President
Date 1.26.84

ATTEST:

John C. Bumpers, V.P.
Date 1/26/84

Attachments: Exhibits 1-8

CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

September 26. 1991

Ms. Anita Dale, Product Manager
Valent
1333 North California Blvd.
P. O. 8025
Walnut Creek, CA 94596-8025

Dear Anita:

Attached are two original contracts for the production of CTBL which have been signed by Cedar. Please have these contracts signed by Valent and return one original to me.

As we discussed today, our two companies have agreed that the rated capacity of the CTBL processing equipment to be installed in Cedar's No. 1 processing unit according to the new P&IDs dated 9/5/91 is equivalent to the system proposed in Cedar's No. 4 processing unit and described by the P&IDs shown in Exhibit F of the contract. As a result, there will be no need to prorate the daily processing fee as shown in paragraph 4.1.2.

The engineering work appears to be progressing well towards our targeted start up date with the greatest unknown being the issuance of the air permit. We will keep you advised on progress in this area.

Sincerely,

Geoffrey L. Pratt
Director of Custom Manufacturing

MC

Enclosure

cc: A. Malone - w/o enclosure
R. Tomblin - w/o enclosure
G. Pearce - w/o enclosure

Chevron Chemical Company agrees that no pro-rating of cost is necessary

Norman R. Angell 10/4/91
signed date

CVX000047



Chevron Chemical Company

6001 Bollinger Canyon Road, San Ramon, California
Mail Address PO Box 5047, San Ramon, CA 94583-0947

Agricultural Chemicals Division

October 10, 1991

RECEIVED

OCT 11 1991

Ans'd.....

CTBL Toll Contract

Mr. Geoffery L. Pratt
Cedar Chemical Corporation
5100 Poplar Avenue, 24th Floor
Memphis, TN 38137

Dear Geoff:

Please find enclosed a signed copy of the contract for production of CTBL at your facility. Since it was developed as an agreement between Chevron and Cedar, Chevron has executed it instead of Valent. As soon as the document is drawn, we will assign this agreement to Valent and will notify you of such assignment.

Once the final P & ID are available they should replace the preliminary set which is currently attached. Thank you for your timeliness in both assembling the contract and preparing for operations.

Sincerely,

J. A. Telljohann
Product Manager

Enclosure

cc: Mr. N. R. Angell
Mr. D. A. Newell

CVX000048

**TOLL PROCESSING AGREEMENT
CTBL**

BETWEEN

CHEVRON CHEMICAL COMPANY

AND

CEDAR CHEMICAL CORPORATION

Revision September 11, 1991

CVX000049

TOLL PROCESSING AGREEMENT FOR
CTBL

This Agreement has been entered into effective as of August 30, 1991, by and between

Chevron Chemical Company
6001 Bollinger Canyon Road
San Ramon, CA 94583
("Chevron") and

Cedar Chemical Corporation
5100 Poplar Ave., 24th Floor
Memphis, Tennessee 38137
("Cedar")

The Premises of this Agreement are that:

A. Cedar has the expertise and, when modified hereunder, the facilities for toll processing Product, CTBL conforming to the specifications set forth in Exhibit A hereto, and processed in accordance with the manufacturing, operating and engineering specifications and procedures set forth in Exhibit B hereto.

B. Cedar desires to produce and deliver to Chevron and Chevron desires to receive from Cedar, Product, in accordance with the terms and conditions of this Agreement.

Accordingly, with the intent to be bound hereby, the parties agree to the following terms and conditions:

1. Definitions

When used in this Agreement the terms listed in this Section 1 shall have the following meanings:

1.1 "Product" means CTBL, as set forth in Exhibit A conforming to the Product Specifications set forth in Exhibit A. Chevron reserves the right to amend the specifications in Exhibit A upon reasonable notice to Cedar and upon mutual agreement thereof.

1.2 "Product Specifications" means Chevron's specifications for CTBL as set forth in Exhibit A.

1.3 "Manufacturing Specifications" means the manufacturing, operating and engineering specifications and procedures set forth in Exhibit B.

1.4 "Process" means all those actions required to carry out the purposes of this Agreement in accordance with Chevron's said Manufacturing Specifications, including by way of example and not limitation: the receiving, unloading and storing of all Raw Materials; conversion of Raw Materials into Product; packaging the Product and preparing Product for shipment; and performing other operations ancillary to such activities as mutually agreed.

1.5 "Term" means the period of time described in Section 10 herein.

1.6 "Plant" means Cedar's manufacturing facility located in West Helena, Arkansas in which the Product will be processed.

1.7 "Raw Materials" means those raw materials or other supplies listed on Exhibit C hereto for use in the Processing.

1.8 "Contingency" means an occurrence affecting the performance of either Party which results in the failure of Cedar to Process and ship the Product to Chevron: (1) if such failure is caused or occasioned by Act of God, the public enemy, fire, explosion, equipment failure, flood, earthquake, tornado, hurricane, war, riot, sabotage, or other similar catastrophe or threat thereof, accident, embargo, strike, lockout or other industrial disturbance, shortage, delay or failure of supply of materials from the then contemplated source of supply, power, utilities, labor, fuel or equipment, interruption of or delay in transportation or any other event or circumstance whether of like or different character to the foregoing beyond the reasonable control of the party so failing; or (2) if such failure is caused or occasioned by compliance with any order, regulation or request of any Federal, state or municipal government or any officer, department, agency or committee thereof, including requisition, allocation or establishment of priorities, or any request authorized by such governmental authority or received from any manufacturer of material used by the Government; or (3) if such failure is caused or occasioned by the cancellation, suspension, or material adverse modifications to any of the licenses to operate, or the inability to operate, the Plant in compliance with applicable governmental regulations.

2. Raw Materials

2.1 Except as provided in paragraph 2.2, Chevron shall deliver to Cedar an adequate supply of Raw Materials to be used by Cedar as listed and described in Exhibit C hereto. For each Processing campaign, Chevron and Cedar shall agree to an Operating Schedule for the performance of the respective obligations under this Agreement. The parties agree that subject to issuance of all necessary permits, the initial processing campaign shall begin on or about November 1, 1991, in accordance with Section 3.4.

In the event Chevron fails to deliver the Raw Materials to Cedar in accordance with such schedule, other than as a result of a Contingency, and the delay was not contributed to by Cedar, Chevron shall pay to Cedar a delay fee in the amount of (i) \$6,000 per day for each day of delay.

2.2 The parties may agree from time to time that Cedar shall procure certain of the Raw Materials rather than Chevron. A written list of Raw Materials which Cedar will procure will be developed each year, and the cost for each will be mutually agreed upon. The Raw Materials to be provided by Cedar for the first Processing campaign are set forth in the attached Exhibit C. Chevron will reimburse Cedar for the actual cost of Raw Materials up to the agreed cost, but no more, unless the actual cost exceeds the agreed cost by ten percent (10%). Cedar agrees to inventory Raw Materials to the limits of the installed capacity. If requested by Chevron, Cedar will, at Chevron's expense, install adequate storage for inventory of Product.

2.3 Cedar shall examine and sample the Raw Materials upon the receipt thereof from Chevron or Chevron's supplier and determine from the certificate of analysis if the Raw Materials meet the specifications as described in Exhibit C hereto. In addition, Cedar shall also analyze the raw material CTBA, in accordance with procedures outlined in Exhibit D. Cedar shall report any apparent shortage, contamination or other defect in the Raw Materials to Chevron immediately upon becoming aware thereof but in no event later than fifteen (15) days from the receipt thereof. Cedar shall retain samples of all Raw Materials for one year after receipt.

2.4 Chevron and Cedar anticipate that the Raw Materials will be Processed into Product in accordance with the usage ratios set forth in Exhibit B hereto.

Recognizing that such usage ratios have not been developed in Cedar's West Helena location, the parties agree that Cedar shall attempt to Process the Product in conformity with such usage ratios as described in Exhibit B. (After the first 100,000 lbs. of the first processing campaign standards will then be set based on actual experience and good faith consultation between Cedar and Chevron for subsequent processing). Thereafter, should Chevron direct any material change in the method of Processing the Product, requiring the defining and establishing of new usage ratios, Cedar shall use its best efforts to Process 100,000 lbs. of Product using the new procedures with no liability for over standard usage of Raw Materials.

2.5 Raw Materials remaining in possession of Cedar on the effective date of termination of this Agreement shall be returned to Chevron, or otherwise removed from the Plant in a manner which shall be mutually agreed to by Cedar and Chevron, within ninety (90) days after termination.

2.6 Blanket orders for Raw Materials to be used in the Processing of Product will be placed by Chevron's Purchasing Department in San Ramon, California. Cedar will be provided with Chevron's blanket order release forms and receiving sheets to apply against the blanket orders for release of Raw Materials directly to the Plant. Invoices for Raw Material shipments made to Cedar as well as the original and accounting copy portion of the blanket order release forms should be directed for payment to:

Chevron Chemical Company
Accts. Payable Dept.
940 Hensley Street
Richmond, CA 94804

Inquiries by Cedar regarding purchases of Raw Materials shall be directed to:

Valent U.S.A. Corporation
P. O. Box 8025
Walnut Creek, CA 94596-8025
Attention: Manager, Marketing Services
Phone: (415) 256-2772
Fax: (415) 256-2776

Chevron shall request that Cedar is to be provided with certification of analysis by the suppliers for each shipment of Raw Material. Shipments not accompanied by such certification are to be rejected and notification of such rejection shall forthwith be made to Valent as noted above.

2.7 Chevron and Cedar anticipate that the Raw Materials will be Processed into Product in accordance with the usage ratios set forth in Exhibit B hereto. After usage ratios have been established with Cedar (Section 2.4), Cedar shall be entitled to a bonus of fifty percent (50%) of the Raw Material savings which is in excess of three percent (3%) below the usage ratios. Cedar shall reimburse Chevron for all Raw Material costs greater than three percent (3%) above the usage ratios. Settlement of the Raw Materials usage and of accounts and payment of the bonus or reimbursement shall be at the end of the performance of each Processing campaign hereunder and after all usages and production have been verified. Chevron shall permit Cedar to audit its raw material costs upon reasonable notice, for purposes of this paragraph.

3. Processing Services

3.1 Cedar shall Process the Raw Materials for Chevron subject to the terms and conditions stated herein, in the quantities as established pursuant to this Agreement and in accordance with the Manufacturing Specifications or such procedures as may be provided by Chevron during the course of the term hereof. Cedar shall retain representative samples of each batch of Product for a period of one year.

3.2 Cedar shall supply all equipment, utilities and manpower necessary for Processing Product and shipping Product to Chevron.

3.3 In the Processing conducted hereunder, Cedar shall establish and maintain appropriate procedures to prevent loss, injury or damage to the environment and to people who may be exposed to the Raw Materials, reaction mixtures during Processing, Product, and all by-products and waste products. Upon request, Cedar will furnish to Chevron copies of all procedures that Cedar shall have established with respect to safety, health and environmental protection in so far as it affects the Product and Cedar's performance hereunder. Cedar will in good faith consider and implement any reasonable suggestions made by Chevron relating to such procedures. Cedar shall commence the first processing campaign, hereunder on or about November 1, 1991.

3.4 During the first Processing campaign of this Agreement, Cedar shall Process for Chevron 275,000 pounds of CTBL (100% basis). Cedar shall not warrant product to meet the specifications identified in Exhibit A until it has produced the first 100,000 pounds of Product. Thereafter, Cedar shall warrant all Product to meet said specifications and shall be bound by such Raw Material usage ratios as the Parties shall adapt in accordance with Section 2.4.

Cedar shall commence the first processing campaign hereunder on or about November 1, 1991 and shall Process the Product at the rate mutually agreed to until the quantity ordered by Chevron hereunder has been Processed. During the first Processing campaign, Cedar shall make its best efforts to conclude all CTBL Active Isomer production by December 5, 1991. Such Processing obligation is subject to Cedar being timely furnished with Raw Materials so as to meet scheduled production.

3.5 Not later than October 1, 1991, Chevron may: (i) request an increase in its actual requirements of Product by up to 50,000 lbs. of CTBL, subject to Cedar's consent thereto, which consent shall not be unreasonably withheld conditioned or delayed, if Cedar has any unused capacity at the Plant, and/or; (ii) reduce its actual requirements under this Agreement by up to 50,000 lbs. of CTBL without penalty. Any further reduction by Chevron below 240,000 lbs. of CTBL during the first Processing campaign shall be subject to the delay fee for each pound of the shortfall specified in subsection 4.4 hereof. Such delay fee shall be Chevron's sole liability to Cedar for decreasing Chevron's order for Product.

3.6 Processing campaigns after the first Processing campaign shall include Chevron's entire annual requirements of CTBL and shall be scheduled as mutually agreed upon. Future campaigns may also include the Processing of Manufacturing Use Lactofen Concentrate from CTBL Raw Material if mutually agreed to by Cedar and Chevron.

4. Fees

4.1 Chevron shall pay to Cedar a fee for Processing the Product computed from the following schedule hereunder. All prices are F.O.B. Cedar's Plant, West Helena, Arkansas, delivered into bulk shipping vessels.

4.1.1 All Product packed into drums shall carry a surcharge of \$0.05 per pound of active isomer.

4.1.2 The processing fee during the initial campaign shall be \$14,000/day for each day or part day of production hereunder plus \$70,000 for plant preparation and clean-up, as described in Exhibit E, however the per diem processing fee shall be adjusted pro rata to the extent that the rated capacity of that portion of the Plant used to produce Product shall exceed or be less than 9,483 pounds per day. At such time as the parties agree on the final piping and instrumentation design (P&ID) identified in Exhibit F, the Parties shall also agree on the final rated capacity of such facilities for purposes of calculating the fee hereunder.

4.1.3 Chevron shall pay to Cedar \$70,000 for plant preparation and clean-up as per Exhibit E each year at the conclusion of the processing campaign.

4.1.4 The processing fee shall be adjusted by mutual agreement effective on August 1st of each contract year.

4.2 All wastes generated during the performance of this Agreement including containers containing Raw Materials shall be disposed of by Cedar in accordance with all applicable laws and in a manner approved by Chevron. Chevron shall approve the selection of the industrial landfill used for disposal of Process waste, bills of lading, waste manifests and/or any other related documentation or procedures. Any hazardous wastes shall be disposed of by Cedar in a Chevron site. A copy of all bills of lading, waste manifests and other documentation prepared for the disposal of any wastes generated in the performance of this Agreement shall be forwarded upon receipt to:

Chevron Chemical Company
940 Hensley Street
Richmond, CA 94804
Attention: Manager Environmental, Health
and Safety

4.3 Chevron shall pay Cedar for all costs of disposal incurred by Cedar, pursuant to Section 4.2 of this Agreement, hereunder, upon Chevron's receipt and approval of a detailed invoice therefor from Cedar. Each month during the term of this Agreement, Chevron shall reimburse Cedar the estimated cost of the waste disposal charges incurred by Cedar for that month based upon the pounds of Product actually Processed during the month. At the end of each production run, this waste disposal account shall be reconciled to determine the actual costs incurred by Cedar. Cedar shall forthwith refund any over-payment of estimated cost reimbursement to Chevron.

4.4 Chevron has provided Cedar with \$50,000 to be used toward the engineering and instrumentation at their West Helena plant location for preparation of the production of CTBL in 1991. Cedar agrees to implement the modifications to its Plant in accordance with the preliminary P&ID attached as Exhibit F at a cost to Chevron not to exceed \$200,000 of which the aforementioned \$50,000 is a part. The Parties shall document, approve and attach hereto the final version of Exhibit F before Cedar starts the first processing campaign. Chevron shall reimburse Cedar its actual costs of modifying the Plant as aforementioned, but not more than \$200,000 plus the actual cost of any scope changes approved by Chevron in the preliminary P&ID, upon notice by Cedar of completion of the modifications. Cedar shall provide documentation, including copies of invoices, to account for the expenditure of these monies.

4.5 The processing fee shall be invoiced to Chevron at the beginning of each month for the prior month. Any delay fees shall be invoiced to Chevron upon the completion of each Processing campaign. Payment shall be due thirty (30) days from receipt of the invoice.

5. Deliveries

5.1 The final Product shall be delivered to Chevron as 60% solution in Methylene Chloride per the specifications for CTBL in Exhibit A. Each shipment of CTBL shall be accompanied by a certificate of analysis stating, at minimum, the CTBL (AI) in Methylene Chloride and the CTBL, CTBL i, CTBA, L-CTBL and Ac-CTBL assay on a solvent free basis determined in accordance with the procedures set forth in Exhibit G.

5.2 At Chevron's direction, Cedar shall schedule shipment of the Product by carriers chosen from a list approved in writing by Chevron, to such locations as Chevron may, at Chevron's sole discretion, designate, FOB the Plant.

5.3 Cedar shall forward to Chevron monthly, inventory records, receipts and shipment and use records of all inventory related to the Processing. These records should include all Raw Materials and Product. These records will be forwarded to:

Chevron Chemical Company
940 Hensley Street
Richmond, CA 94804
Attn: Mr. J. A. Cook

with a copy to:

Valent U.S.A. Corporation
1333 North California Boulevard
P.O. Box 8025
Walnut Creek, CA 94596-8025
Attn: Anita K. Dale

6. Title and Risk of Loss

6.1 Title to and all other incidents of ownership of all Raw Materials and Product shall at all times be in Chevron from the time of receipt by Cedar of the Raw Materials from Chevron or the supplier.

6.2 While any and all Raw Materials and Products are in the possession or custody of Cedar, Cedar agrees to bear the risk of any loss or damage. The Raw Materials shall be deemed to be in the possession or custody of Cedar upon receipt (with respect to the Raw Materials) or Processing (with respect to Product), as the case may be, by Cedar, and shall remain in Cedar's possession or custody until delivered to Chevron or to Chevron's carrier.

6.3 Risk of loss of Product delivered and surplus Raw Materials returned hereunder shall pass to Chevron upon delivery of the Product to the carrier, FOB the Plant. Cedar shall not impose or permit to be imposed upon any of the Product or surplus Raw Materials any liens or encumbrances whatsoever.

6.4 Cedar shall be responsible for all unreasonable loss, contamination, or damage of whatsoever nature to the Product and Raw Materials while in the custody or possession of Cedar. Any loss of activity due to storage of ninety (90) days or more beyond the date of the certificate of analysis shall be the responsibility of Chevron.

7. Health and Safety

7.1 The safe operation of the Plant is a matter of great importance to each party hereto. Chevron may but shall have no obligation to inspect the Plant for potential health or safety problems at any time during the term of this Agreement.

If Chevron should observe any of Cedar's practices or operations outside the scope and limitation of any applicable laws, regulations or statutes which appear to pose a danger or risk to human health or safety or to the environment and so advises Cedar, Cedar shall promptly take such steps as are reasonable and necessary to eliminate such danger or risk.

7.2 The Raw Materials, reaction mixtures during Processing and Product may be or become hazardous. Cedar acknowledges that it understands or will ascertain and understand the potential toxic and hazardous properties concerning the Raw Materials, reaction mixtures during processing, Product, and all by-products and waste products therefrom and will take reasonable steps to so inform and familiarize all of its employees, agents, and contractors who may handle CTBL all uses and applications thereof, containers in which the CTBL or other goods may be shipped or stored and equipment with which they are used and/or handled. Cedar shall also familiarize itself with any Federal, state or local laws and regulations relating to the foregoing sentence. Cedar undertakes to label the Raw Materials , the Product and other goods processed therefrom and all applicable containers and equipment as appropriate to give due warning and protection to its employees and others from such hazards, to inform, protect and train its agents and employees in the safe and proper use, handling and labelling of these materials.

8. Environmental

Cedar will employ such controls and inspections as are necessary to adequately protect the environment surrounding the Plant from exposure to Chevron products. Cedar will notify Chevron immediately of any spills or leaks which allow Chevron products into the atmosphere, sewers, dikes, or beyond the boundaries of the Plant.

Cedar will notify Chevron immediately of any fires where Chevron products are stored and/or Processed. Cedar will store Chevron materials only in warehouses which are approved by Chevron.

9. Specifications and Contamination

Cedar understands and agrees that it is of the utmost importance that the unused Raw Materials and Products are to be delivered to Chevron free of any contaminants or foreign matter. When the unused Raw Materials and Product are delivered to Chevron, it is to be packaged in compliance with all applicable Federal and state laws and regulations and Cedar shall institute procedures to ensure compliance therewith.

10. Term of Agreement

10.1 This Agreement shall become effective and binding upon the parties upon the execution hereof by both parties.

10.2 Unless earlier terminated pursuant to the provisions of subsection 10.3, this Agreement will continue for a term ending July 31, 1994.

10.3 Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time upon the happening and continuance of any of the following events or conditions:

10.3.1 By the non-defaulting party if the other party is in material breach of any of its obligations hereunder and fails to commence to remedy such breach within five (5) days of receipt of notice thereof from the non-defaulting party.

10.3.2 Upon the mutual agreement of the parties to terminate this Agreement.

10.3.3 By Chevron upon notice if Cedar transfers operating control of the plant by means of sale, lease, assignment or other transfer of substantially all the plant, property and equipment within the Plant to a company that is not a majority owned subsidiary of Cedar or upon the termination of such subsidiary being a majority owned subsidiary of Cedar.

10.3.4 By Chevron in the event that it determines, in its reasonable, good faith, discretion, that pending or threatened claims or litigation involving Chevron's patent position relating to the Product makes further manufacturing of the Product no longer a prudent business activity.

11. Technical Information

11.1 To facilitate Cedar's performance hereunder, it is necessary for Chevron to disclose to Cedar certain of Chevron's proprietary, confidential data and information relating to the Process ("Chevron Information"), including that information previously disclosed to Cedar. Cedar agrees to receive Chevron Information in confidence and shall maintain in confidence all Chevron Information relating to the Process heretofore or hereafter made available to Cedar directly or indirectly by Chevron. Cedar will not use any portion of the Chevron Information for any purpose other than the Processing described herein, and will not disclose all or any portion of the Chevron Information to others without Chevron's prior written consent. The provisions of this Section 11.1 shall not apply to any data or technical information (a) which was developed by Cedar and in Cedar's possession, as evidenced by written records of Cedar, prior to Cedar's first receipt of the same, directly or indirectly, from Chevron; (b) which is now, or hereafter becomes through no act or failure to act on Cedar's part, published information generally known on a nonconfidential basis to the chemical manufacturing industry; (c) which was heretofore or is hereafter furnished to Cedar by others as a matter of right without

restriction on use or disclosure; (d) which Cedar proves was in its possession prior to its first receipt thereof, directly or indirectly from Chevron.

11.2 It is understood that the disclosure to Cedar of Chevron Information shall not be construed as granting a license under any patent rights Chevron or its affiliates may own or control.

11.3 Upon the termination or expiration of this Agreement, Cedar shall return to Chevron all documentation provided by Chevron or generated by Cedar relative to Cedar's performance of this Agreement, except for the current production records which shall be delivered to Chevron within twenty-four (24) months from the date of termination or expiration.

11.4 Cedar will cooperate in educating Chevron representatives concerning the technology and know how of manufacturing the Product. This will include site visits to Cedar's manufacturing facilities. Chevron shall have the same obligations with respect to Cedar's proprietary, confidential data and information ("Cedar Information") that Cedar has with respect to Chevron Information set forth in Section 11.1. Information relating to Product production shall be deemed to be Chevron Information to the extent that it is contained in Cedar reports written to Chevron detailing the work done.

12. Contingencies

12.1 Each party hereto shall be relieved from liability hereunder for failure to deliver or accept delivery of any Raw Materials or any Product for the time and to the extent such failure to perform is caused or occasioned by a Contingency. A party incurring a Contingency shall use all reasonable efforts to remedy the Contingency with dispatch.

In the event that either party becomes unable by a Contingency to carry out its obligations of delivery or acceptance under this Agreement, in whole or in part, such party shall promptly give the other party notice and full particulars, including the expected duration of such Contingency.

12.2 Strikes or Lockouts. It is understood and agreed that the settlement of strikes or lockouts involving either of the parties hereto shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Contingency shall be remedied with dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the employees involved, when such course is inadvisable in the discretion of the party having the difficulty.

13. Warranties and Covenants

13.1 Chevron warrants and covenants that:

13.1.1 Chevron shall have unencumbered title to such Raw Materials as of the time the Chevron Raw Materials are delivered by Chevron to Cedar, and such Raw Materials shall meet the specifications identified in Exhibit C hereto.

13.1.2 Chevron has disclosed to Cedar all hazards known to it associated with the manufacturing, handling and use of Raw Materials and Product and all reaction mixtures, by-products and waste products produced in connection with the production of Product hereunder.

13.2 Cedar warrants and represents that:

13.2.1 The operation of the Plant, including any applicable licensing for such operations, and the processing, packaging and shipping of the Products shall be in compliance with

all applicable governmental laws, ordinances, rules, regulations, executive orders, government guidelines and other public statements of policy;

13.2.2 Subject to the provisions of Section 3.4, the Product when delivered to Chevron will conform to the Product Specifications as set forth in Exhibit A.

13.2.3 Cedar has read and understands the Exhibits attached hereto and fully understands the nature of all Raw Materials, products and other substances involved in the Processing of the Product.

13.2.4 Cedar will take all steps necessary to protect its employees, the public and the environment from any risk of loss, damage, injury, death or other liability for claims therefore associated with any and all of the foregoing.

14. Indemnity

14.1 Cedar shall indemnify and hold harmless Chevron, Chevron's affiliates and the agents and employees of Chevron and Chevron's affiliates ("indemnitees"), from and against any and all loss, damage, injury, expenses (including reasonable attorneys' fees) and liability for injury to or death of a person, including an employee of Cedar or an indemnitee, or for loss of or damage to property, including property of Cedar, resulting directly or indirectly from Cedar's performance or lack of performance under this Agreement, except to the extent such loss, damage, injury or liability is the result of Chevron's negligence, breach of its representations or warranties hereunder, or willful misconduct.

14.2 Chevron shall indemnify and hold harmless Cedar, Cedar's affiliates and the agents and employees of Cedar and Cedar's affiliates ("indemnitees"), from and against any and all loss,

damage, injury, expenses (including reasonable attorneys' fees) and liability for injury to or death of a person, including an employee of Chevron or an indemnitee, or for loss of or damage to property, including property of Chevron, resulting directly or indirectly from Chevron's performance or lack of performance under this Agreement, arising out of the handling, transportation, storage or use of Raw Materials or Product after delivery to Chevron hereunder except to the extent such loss, damage, injury or liability is the result of Cedar's negligence, breach of its representations or warranties hereunder, or willful misconduct.

14.3 Chevron shall indemnify, defend and hold harmless, Cedar, Cedar's affiliates and the agents and employees of Cedar and Cedar's affiliates ("indemnities"), from and against any and all loss and expenses including reasonable attorney's fees arising out of any patent infringement claim asserted against Cedar based on Cedar's performance hereunder.

15. Insurance

15.1 CONTRACTOR shall, at its own expense, carry and maintain the following insurance with companies and on terms satisfactory to CHEVRON:

15.1.1 Worker's Compensation and Employer's Liability Insurance as prescribed by applicable law;

15.1.2 Comprehensive General Liability (Bodily Injury and Property Damage) Insurance;

15.1.3 Automobile Bodily Injury and Property Damage Liability Insurance, extending to owned, non-owned and hired automobiles, trucks, buses, vans and other motorized vehicles used in the performance of this Agreement, in the amounts of \$250,000

per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

15.2 Unless specified otherwise above, the limits of liability of such insurance shall be not less than five hundred thousand dollars (\$500,000) per person and not less than one million dollars (\$1,000,000) per occurrence.

15.3 This insurance shall be expressly endorsed to name CHEVRON as an additional insured and shall include a requirement that the insurer provide CHEVRON with not less than thirty (30) days advance written notice prior to the effective date of any cancellation or material change.

15.4 The requirements of this Section 15 are in addition to CONTRACTOR obligations set forth in Section 15.1, and does not limit them, satisfy them or derogate from them.

15.5 Prior to the start of any processing or packaging under this Agreement, and in any case not more than thirty (30) days after the execution of this Agreement, CONTRACTOR shall deliver to CHEVRON evidence of such insurance and endorsement.

16. Taxes

16.1 Chevron shall assume responsibility and pay for all tangible personal property taxes assessed by any governmental authority with respect to the Raw Materials and Product while in Cedar's custody and possession.

16.2 The Processing Fees for the Product include all Federal, state and local taxes, duties and other governmental charges and fees that may hereafter be imposed on any aspect of the Processing

of the Product, or the performance of other work hereunder, all of which taxes, duties, charges and fees shall be paid by Cedar.

17. Right of Review

17.1 Cedar shall maintain true and current records in connection with its performance hereunder and all transactions related thereto and shall retain all such records for at least twenty-four (24) months after the termination date of this Agreement.

17.2 Chevron shall have the right at its expense to have an authorized representative of Chevron interview the salaried or supervisory personnel of Cedar and to review during regular business hours the appropriate books and records of Cedar for the purpose of verifying the compliance by Cedar with the provisions of this Agreement.

17.3 Cedar shall assist Chevron in making the above reviews.

18. Conflicts of Interest

No director, employee or agent of Cedar shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Agreement, or enter into any business arrangement with any director, employee or agent of Chevron or any affiliate other than as a representative of Chevron, without prior written notification thereof to Chevron. Cedar shall promptly notify Chevron of any violation of this Section and any consideration so received shall be paid over or credited to Chevron. Additionally, if any violation of this Section occurring prior to the date of this Agreement resulted directly or indirectly in Chevron's consent to enter into this Agreement with Cedar, Chevron may, at the it's sole option, terminate this Agreement at any time and, notwithstanding any other provision of this Agreement

pay no compensation or reimbursement to Cedar whatsoever for any work done after the date of termination.

19. Notices

19.1 Notices under this Agreement shall be given in writing and delivered:

If to Chevron to: Chevron Chemical Company
 940 Hensley Street
 Richmond, CA 94804
 Attn: Mr. J. A. Cook
 Fax: 415 231-8455

with a copy to: Chevron Chemical Company
 Attn: Vice President and
 General Counsel
 6001 Bollinger Canyon Road
 San Ramon, CA 94583
 Fax: 415-842-5775

and a copy to: Valent U.S.A. Corporation
 Attn: Anita K. Dale
 1333 North California Boulevard
 P.O. Box 8025
 Walnut Creek, CA 94596-8025
 Fax: 415 256-2776

If to Cedar to: Cedar Chemical Corporation
Attn: Geoffrey L. Pratt
5100 Poplar Ave., 24th Floor
Memphis, TN 38137
Telex No.: 53927
Fax: 901 684-5398

or to such other address as may be designated by such party.

19.2 Notices shall be deemed to have been given:

(a) On the same business day if the notice has been delivered by hand or sent by telecopier or by telex with the correct answer back; or

(b) On the next succeeding business day following receipt of a notice sent by registered or certified U.S. mail, return receipt requested, as evidenced by the return receipt card properly endorsed by the receiving party.

20. Assignment

20.1 Except as provided below, none of the rights or obligations of either party hereunder may be assigned without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, either party may assign this Agreement to any company controlling, controlled by or under common control with the assignor. Any other assignment without such written consent shall be void.

20.2 Chevron may at any time during the term of this Agreement assign all of its contract rights, and delegate all of its contract duties, to Valent U.S.A. Corporation ("Valent") (and its parent company), in which event, Cedar will look solely to

24 Revision September 11, 1991
18
SLP

Valent and its parent company for the satisfactory performance of this Agreement.

21. Governing Law

The parties hereto agree that all of the provisions of this Agreement and any questions concerning its interpretation and enforcement shall be governed by the internal laws of the State of Arkansas, without applying any rules regarding choice of laws, and the execution and delivery of this Agreement shall be deemed to be the transaction of business within the State of Arkansas for purposes of conferring jurisdiction upon courts located within the State.

22. Waivers

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any obligations to be performed by either party before, upon or subsequent to the termination of this Agreement shall survive termination of this Agreement if not already made or performed at date of termination.

23. No Third Party Beneficiaries

Nothing in this agreement shall entitle any person other than Chevron or Cedar or their respective successors and assigns permitted hereby to any claim, cause of action, remedy or right of any kind.

24. Independent Contractor

Nothing in this Agreement shall be construed to constitute Chevron or Cedar as a partner, joint venturer, agent or other representative of the other. Each is an independent company retaining complete control over and complete responsibility for its own operations and employees. Nothing in this Agreement shall be construed to grant either party any right or authority to assume or create any obligation on behalf or in the name of the other; to accept summons or legal process for the other; or to bind the other in any manner whatsoever.

25. Employment Practices

To the extent applicable to this Agreement, Cedar shall comply with the following clauses contained in the Code of Federal Regulations and incorporated herein by reference: 48 C.F.R. § 52.203-6 (Subcontractor Sales to Government); 48 C.F.R. § 52.219-8, 52.219-9 (Utilization of Small and Small Disadvantaged Business Concerns); 48 C.F.R. § 52.219-13 (Utilization of Women-Owned Business Concerns); 48 C.F.R. § 52.222-26 (Equal Opportunity); 48 C.F.R. § 52.222-35 (Disabled and Vietnam Era Veterans); 48 C.F.R. § 52.222-36 (Handicapped Workers); 48 C.F.R. § 52.223-2 (Clean Air and Water); and 48 C.F.R. § 52.223-3 (Hazardous Material Identification and Material Safety Data). Unless previously provided, if the value of this Agreement exceeds \$10,000, Cedar shall provide a Certificate of Nonsegregated Facilities to Chevron. Cedar agrees and covenants that none of its employees, or employees of its subcontractors, who provide services to Chevron pursuant to this Agreement are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

26. Entirety of Agreement

26.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be implied from any conduct of the parties or trade custom or usage, but to be binding must be executed in writing by the party to be bound thereby.

26.2 The parties recognize that from time to time instructions, invoices and similar documentation will be transmitted by each party to the other to facilitate the implementation of this Agreement. Any terms and conditions contained in any of those documents which are inconsistent with the terms of this Agreement shall be null, void and not enforceable.

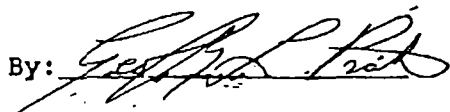
27. Arbitration

In the event that the parties are unable within a period of three (3) months to resolve any dispute between them concerning the scope or interpretation of this Agreement, either party may submit the matter to arbitration for resolution. Arbitration shall be held in Denver, Colorado before three arbitrators. The rules of commercial arbitration of the American Arbitration Association in effect on the date the matter is submitted to arbitration shall apply. The decision of the arbitrators shall be in writing and shall contain the findings of fact and conclusions of law on which their decision is based. Unless clearly erroneous, such decision shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.

The parties hereto have executed this Agreement to be effective as of the date first hereinabove written.

CEDAR CHEMICAL CORPORATION.

CHEVRON CHEMICAL COMPANY

By: 

By: Norman R. Angell

Title: _____

Title: Ag. Chem. Div. Manager

Date: _____

Date: October 7, 1991

CERTIFICATE OF NONSEGREGATED FACILITIES

Cedar certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Cedar understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. Cedar understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the Equal Opportunity Clauses required by Executive Order No. 11246 of September 24, 1965, and the regulations of the Secretary of Labor set out in 33 C.F.R. 7804 (May 28, 1968). Cedar further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clauses; that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certificate of Nonsegregated Facilities as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 F.R. 7439, May 19, 1967), and as required by the regulations of the Secretary of Labor set out in 33 F.R. 7804 (May 28, 1968) and as they may be amended, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clauses. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

CEDAR CHEMICAL CORPORATION

By: 

Its:

Return to:
Chevron Chemical Company
6001 Bollinger Canyon Road
San Ramon, California 94583
Attn: Vice President/General Counsel

CEDAR CHEMICAL CORPORATION SITE

TOLLING AGREEMENT

This TOLLING AGREEMENT is entered into effective March 19, 2010 (the "EFFECTIVE DATE"), between Tyco Fire Products LP, formerly known as Ansul, Inc., formerly known as Wormald U.S., Inc. (collectively referred to as "Tyco Fire Products"); Helena Chemical Company; and ExxonMobil Chemical Co., a division of Exxon Mobil Corporation (collectively the "CAO RESPONDENTS") and Chevron U.S.A. Inc. (the "TOLLING PARTY").

On March 22, 2007, the CAO RESPONDENTS entered into a Consent Administrative Order (the "CAO") with the Arkansas Department of Environmental Quality relating to the Cedar Chemical Corporation Site in Helena-West Helena, Arkansas (the "SITE"). *In the Matter of Cedar Chemical Corporation Site*, LIS No. 07-027 (Ark. Dept of Env't'l Quality, filed March 26, 2007). A true copy of the CAO is attached as Exhibit 1 to this AGREEMENT.

The TOLLING PARTY is a person or entity that may have responsibility with respect to the SITE. The TOLLING PARTY denies such responsibility for purposes of this TOLLING AGREEMENT.

The CAO RESPONDENTS contend that because of actions they have taken or may take and funds they have expended or may expend in connection with the SITE, the CAO, or both, they have certain claims,-including but not limited to contribution, response cost recovery, indemnity, set-off, apportionment, cross-claim, counterclaim, release, satisfaction, waiver, and estoppel, (the "TOLLED CLAIMS")-- against other parties that may have responsibility with respect to the SITE, including the TOLLING PARTY.

The CAO RESPONDENTS and the TOLLING PARTY agree that they do not wish to engage in litigation or other adjudication with one another at the present time regarding the TOLLED CLAIMS of the CAO RESPONDENTS.

In consideration of the mutual promises stated in this TOLLING AGREEMENT, the parties agree as follows:

1. Each CAO RESPONDENT agrees it will not initiate, file, or serve any lawsuit, civil action, or claim relating to the Tolled Claims against the TOLLING PARTY prior to the TERMINATION DATE as defined in Paragraph 4 below. The TOLLING PARTY agrees it will not initiate, file, or serve any lawsuit, civil action, or claim relating to the Tolled Claims against any of the CAO RESPONDENTS prior to the TERMINATION DATE as defined in Paragraph 4 below. TOLLED CLAIMS do not include, and nothing in this TOLLING AGREEMENT shall affect, any claims or defenses that the CAO RESPONDENTS or the TOLLING PARTY may have in the matter styled in the U.S. District Court, Eastern District of Arkansas, Helena Division as Harry Stephens Farms, Inc., et al. v. Wormald Americas, Inc., et al, Case No. 2-06CV-00166.

2. The period between the EFFECTIVE DATE of this TOLLING AGREEMENT and the TERMINATION DATE, as defined below in Paragraph 4, shall not be included in determining the applicability of any statute of limitations, laches, or any other defense based on the lapse of time in any action or proceeding brought by either party against the other involving the TOLLED CLAIMS of the CAO RESPONDENTS.

3. Nothing in this TOLLING AGREEMENT shall affect any defense available to any party as of the date of this TOLLING AGREEMENT. This TOLLING AGREEMENT shall not be deemed to revive any claim that is or was already barred on that date. Nothing in this TOLLING AGREEMENT, or in the circumstances which gave rise to this TOLLING AGREEMENT, shall be construed as an acknowledgment by any party that any claim has or has

not been barred, or is about to be barred, by the statute of limitations, laches, or other defense based on the lapse of time.

3. This TOLLING AGREEMENT shall not operate as an admission of liability by any party. This TOLLING AGREEMENT does not constitute an admission or acknowledgement on the part of the TOLLING PARTY that CAO RESPONDENTS possess a claim against it. The TOLLING PARTY reserves all rights or defenses that it may have to contest or defend any claim or action the CAO RESPONDENTS may assert or initiate against the TOLLING PARTY. Neither this TOLLING AGREEMENT nor any action taken pursuant to this TOLLING AGREEMENT shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any party.

4. Any party may terminate this TOLLING AGREEMENT on sixty (60) days written notice to the other(s) sent by electronic mail and registered mail, return receipt requested, to all other parties and their counsel at the following addresses:

To Tyco Fire Products LP:

Joseph L. Schohn
Counsel, Environment, Health and Safety
Tyco International
9 Roszel Road
Princeton, NJ 08540
(609) 806-2469
Fax: (609) 720-4335
jschohn@tyco.com

Ann P. Faitz
Faitz Law Firm PLLC
585 Silverwood
North Little Rock, AR 72116
(501) 831-5637
Fax: (501) 791-0966
ann.faitz@gmail.com

To Helena Chemical Company:

David W. Hawkins
General Counsel & Assistant Secretary
Helena Chemical Company
225 Schilling Blvd., Ste. 300
Collierville, TN 38017
(901) 537-7270
Fax: (901) 537-8677
HawkinsD@helenachemical.com

Kim Burke
Taft, Stettinius & Hollister LLP
425 Walnut Street, Ste. 1800
Cincinnati, OHIO 45202-3957
(513) 357-9369
Fax: (513) 381-0205
kburke@taftlaw.com

Allan Gates
Mitchell, Williams, Selig,
Gates & Woodyard, PLLC
425 West Capitol Ave., Ste. 1800
Little Rock, AR 722-1-3525
(501) 688-8816
Fax: (501) 688-8807
agates@mwlaw.com

To Exxon Mobil Corporation:

Dave Roberson
Project Manager
de maximis, inc.
2203 Timberloch Place, Suite 213
The Woodlands, TX 77380
(281) 363-8733
Fax: (281) 681-1781
dave@demaximis.com

Kevin J. Vaughan
Counsel, Environmental & Safety
Exxon Mobil Corporation
3225 Gallows Rd., Room 3D2109
Fairfax, VA 22037-0001
(703) 846-4416
kevin.j.vaughan@exxonmobil.com

Joseph W. Ghormley
Quattlebaum, Grooms, Tull & Burrow, PLLC
111 Center Street, Ste. 1900
Little Rock, AR 72201
(501) 379-1764
Fax: (501) 379-1701
jghormley@qgtb.com

To Chevron:

Kaylene Carter, Project Manager
Chevron Environmental Management Company
4800 Fournace Place, E530C
Bellaire, TX 77401-2324
(713) 432-2138
kcarter@chevron.com

Eve Barron, Senior Counsel – Environmental Practice Group
Chevron U.S.A. Inc.
1400 Smith Street, 7th Floor
Houston, TX 77005
(713) 372-9281
evebarron@chevron.com

Any party may change the addresses by which it should be given notice by giving written notice of the change of address to the other parties and their counsel at the above addresses by electronic mail and registered mail, return receipt requested. If not earlier terminated by notice, this TOLLING AGREEMENT shall terminate on March 22, 2012. Accordingly, the TERMINATION DATE shall be the earlier of March 22, 2012 or the first business day following sixty (60) days after the date of mailing of notice of termination pursuant to this paragraph.

5. If any CAO RESPONDENT terminates the TOLLING AGREEMENT, the termination shall affect only the rights between that particular CAO RESPONDENT and the

TOLLING PARTY. Such a termination shall not terminate or alter the rights between the other CAO RESPONDENTS and the TOLLING PARTY under this TOLLING AGREEMENT.

6. If the TOLLING PARTY terminates the TOLLING AGREEMENT, the termination shall affect only the rights between the TOLLING PARTY and the CAO RESPONDENT or CAO RESPONDENTS specifically identified in the termination notice. Such a termination shall not terminate or alter the rights between the TOLLING PARTY and any CAO RESPONDENT not specifically identified in the termination notice.

7. No CAO RESPONDENT shall have the right to terminate the rights that exist between the TOLLING PARTY and another CAO RESPONDENT under this TOLLING AGREEMENT.

8. This TOLLING AGREEMENT comprises the entire agreement of the parties with respect to the tolling of any statute of limitations and the doctrine of laches. This TOLLING AGREEMENT may be modified, amended, or supplemented only by a written instrument signed by all of the parties.

9. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this TOLLING AGREEMENT has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this TOLLING AGREEMENT on behalf of their respective parties.

10. This TOLLING AGREEMENT shall be interpreted in accordance with the substantive law of the state of Arkansas without application of choice of law rules.

11. The parties agree that this TOLLING AGREEMENT may be executed in counterparts and shall be deemed fully executed and binding when a counterpart has been executed by each party. Copies of executed counterparts provided in electronic format will be considered equivalent to their originals.

Tyco Fire Products LP

By: _____

Position: _____

Date: _____, 2010

Helena Chemical Company

By: _____

Position: _____

Date: _____, 2010

Exxon Mobil Corporation

By: _____

Position: _____

Date: _____, 2010

Chevron U.S.A. Inc.

By: 

Position: SENIOR COUNSEL

Date: MARCH 16, 2010, 2010

**AMENDMENT NO. 1
TO CEDAR CHEMICAL CORPORATION SITE TOLLING AGREEMENT**

WHEREAS Tyco Fire Products L.P., formerly known as Wormald U.S., Inc., formerly known as Ansul, Inc., (collectively referred to as "Tyco Fire Products"); Helena Chemical Company; Exxon Mobil Chemical Co., a division of Exxon Mobil Corporation ("ExxonMobil"); and CHEVRON U.S.A. INC. entered into a certain Cedar Chemical Corporation Site Tolling Agreement effective March 19, 2010 (the "Tolling Agreement"), a copy of which is attached as Exhibit A;

WHEREAS the latest Termination Date of the Tolling Agreement is currently March 22, 2012; and

WHEREAS Tyco Fire Products, Helena Chemical Company, ExxonMobil, and CHEVRON U.S.A. INC. desire to extend the Tolling Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is acknowledged, the parties covenant and agree as follows:

A. The final two sentences of the paragraph numbered 4 of the Tolling Agreement shall be, and hereby are, amended to read and state as follows:

If not earlier terminated by notice, this TOLLING AGREEMENT shall terminate on March 22, 2014. Accordingly, the TERMINATION DATE shall be the earlier of March 22, 2014, or the first business day following sixty (60) days after the date of mailing of notice of termination pursuant to this paragraph.

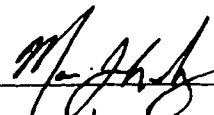
B. Except as expressly amended and agreed to herein, the terms and provisions of the Tolling Agreement shall remain in full force and effect.

C. The parties agree that this Amendment No. 1 may be executed in counterparts and shall be deemed fully executed and binding when a counterpart has been executed by each party. Copies of executed counterparts provided in electronic format will be considered equivalent to their originals.

[SIGNATURES APPEAR ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the parties have hereunto placed their hands and executed this agreement.

TYCO FIRE PRODUCTS L.P.

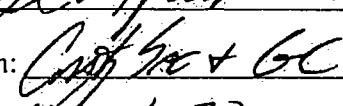
By: 

Position: Vice President

Date: March 14, 2012

HELENA CHEMICAL COMPANY

By: 

Position: 

Date: 

, 2012

EXXON MOBIL CORPORATION

By: *Barry J. Johnson*

Position: *Agent and Attorney in Fact*

Date: *March 14*, 2012

Eve Barron

By: EVE BARRON

Position: SENIOR COUNSEL, CHEVRON U.S.A. INC.

Date: MARCH 9, 2012

**CEDAR CHEMICAL CORPORATION SITE
TOLLING AGREEMENT**

This TOLLING AGREEMENT is entered into effective March 19, 2010 (the "EFFECTIVE DATE"), between Tyco Fire Products LP, formerly known as Ansul, Inc., formerly known as Wormald U.S., Inc. (collectively referred to as "Tyco Fire Products"); Helena Chemical Company; and ExxonMobil Chemical Co., a division of Exxon Mobil Corporation (collectively the "CAO RESPONDENTS") and Chevron U.S.A. Inc. (the "TOLLING PARTY").

On March 22, 2007, the CAO RESPONDENTS entered into a Consent Administrative Order (the "CAO") with the Arkansas Department of Environmental Quality relating to the Cedar Chemical Corporation Site in Helena-West Helena, Arkansas (the "SITE"). *In the Matter of Cedar Chemical Corporation Site*, LIS No. 07-027 (Ark. Dept of Env't'l Quality, filed March 26, 2007). A true copy of the CAO is attached as Exhibit 1 to this AGREEMENT.

The TOLLING PARTY is a person or entity that may have responsibility with respect to the SITE. The TOLLING PARTY denies such responsibility for purposes of this TOLLING AGREEMENT.

The CAO RESPONDENTS contend that because of actions they have taken or may take and funds they have expended or may expend in connection with the SITE, the CAO, or both, they have certain claims,-including but not limited to contribution, response cost recovery, indemnity, set-off, apportionment, cross-claim, counterclaim, release, satisfaction, waiver, and estoppel, (the "TOLLED CLAIMS")-- against other parties that may have responsibility with respect to the SITE, including the TOLLING PARTY.

The CAO RESPONDENTS and the TOLLING PARTY agree that they do not wish to engage in litigation or other adjudication with one another at the present time regarding the TOLLED CLAIMS of the CAO RESPONDENTS.

In consideration of the mutual promises stated in this TOLLING AGREEMENT, the parties agree as follows:

1. Each CAO RESPONDENT agrees it will not initiate, file, or serve any lawsuit, civil action, or claim relating to the Tolled Claims against the TOLLING PARTY prior to the TERMINATION DATE as defined in Paragraph 4 below. The TOLLING PARTY agrees it will not initiate, file, or serve any lawsuit, civil action, or claim relating to the Tolled Claims against any of the CAO RESPONDENTS prior to the TERMINATION DATE as defined in Paragraph 4 below. TOLLED CLAIMS do not include, and nothing in this TOLLING AGREEMENT shall affect, any claims or defenses that the CAO RESPONDENTS or the TOLLING PARTY may have in the matter styled in the U.S. District Court, Eastern District of Arkansas, Helena Division as Harry Stephens Farms, Inc., et al. v. Wormald Americas, Inc., et al, Case No. 2-06CV-00166.

2. The period between the EFFECTIVE DATE of this TOLLING AGREEMENT and the TERMINATION DATE, as defined below in Paragraph 4, shall not be included in determining the applicability of any statute of limitations, laches, or any other defense based on the lapse of time in any action or proceeding brought by either party against the other involving the TOLLED CLAIMS of the CAO RESPONDENTS.

3. Nothing in this TOLLING AGREEMENT shall affect any defense available to any party as of the date of this TOLLING AGREEMENT. This TOLLING AGREEMENT shall not be deemed to revive any claim that is or was already barred on that date. Nothing in this TOLLING AGREEMENT, or in the circumstances which gave rise to this TOLLING AGREEMENT, shall be construed as an acknowledgment by any party that any claim has or has

not been barred, or is about to be barred, by the statute of limitations, laches, or other defense based on the lapse of time.

3. This TOLLING AGREEMENT shall not operate as an admission of liability by any party. This TOLLING AGREEMENT does not constitute an admission or acknowledgement on the part of the TOLLING PARTY that CAO RESPONDENTS possess a claim against it. The TOLLING PARTY reserves all rights or defenses that it may have to contest or defend any claim or action the CAO RESPONDENTS may assert or initiate against the TOLLING PARTY. Neither this TOLLING AGREEMENT nor any action taken pursuant to this TOLLING AGREEMENT shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any party.

4. Any party may terminate this TOLLING AGREEMENT on sixty (60) days written notice to the other(s) sent by electronic mail and registered mail, return receipt requested, to all other parties and their counsel at the following addresses:

To Tyco Fire Products LP:

Joseph L. Schohn
Counsel, Environment, Health and Safety
Tyco International
9 Roszel Road
Princeton, NJ 08540
(609) 806-2469
Fax: (609) 720-4335
jschohn@tyco.com

Ann P. Faitz
Faitz Law Firm PLLC
585 Silverwood
North Little Rock, AR 72116
(501) 831-5637
Fax: (501) 791-0966
ann.faitz@gmail.com

To Helena Chemical Company:

David W. Hawkins
General Counsel & Assistant Secretary
Helena Chemical Company
225 Schilling Blvd., Ste. 300
Collierville, TN 38017
(901) 537-7270
Fax: (901) 537-8677
HawkinsD@helenachemical.com

Kim Burke
Taft, Stettinius & Hollister LLP
425 Walnut Street, Ste. 1800
Cincinnati, OHIO 45202-3957
(513) 357-9369
Fax: (513) 381-0205
kburke@taftlaw.com

Allan Gates
Mitchell, Williams, Selig,
Gates & Woodyard, PLLC
425 West Capitol Ave., Ste. 1800
Little Rock, AR 722-1-3525
(501) 688-8816
Fax: (501) 688-8807
agates@mwlaw.com

To Exxon Mobil Corporation:

Dave Roberson
Project Manager
de maximis, inc.
2203 Timberloch Place, Suite 213
The Woodlands, TX 77380
(281) 363-8733
Fax: (281) 681-1781
dave@demaximis.com

Kevin J. Vaughan
Counsel, Environmental & Safety
Exxon Mobil Corporation
3225 Gallows Rd., Room 3D2109
Fairfax, VA 22037-0001
(703) 846-4416
kevin.j.vaughan@exxonmobil.com

Joseph W. Ghormley
Quattlebaum, Grooms, Tull & Burrow, PLLC
111 Center Street, Ste. 1900
Little Rock, AR 72201
(501) 379-1764
Fax: (501) 379-1701
jghormley@qgtb.com

To Chevron:

Kaylene Carter, Project Manager
Chevron Environmental Management Company
4800 Fournace Place, E530C
Bellaire, TX 77401-2324
(713) 432-2138
kcarter@chevron.com

Eve Barron, Senior Counsel – Environmental Practice Group
Chevron U.S.A. Inc.
1400 Smith Street, 7th Floor
Houston, TX 77005
(713) 372-9281
evebarron@chevron.com

Any party may change the addresses by which it should be given notice by giving written notice of the change of address to the other parties and their counsel at the above addresses by electronic mail and registered mail, return receipt requested. If not earlier terminated by notice, this TOLLING AGREEMENT shall terminate on March 22, 2012. Accordingly, the TERMINATION DATE shall be the earlier of March 22, 2012 or the first business day following sixty (60) days after the date of mailing of notice of termination pursuant to this paragraph.

5. If any CAO RESPONDENT terminates the TOLLING AGREEMENT, the termination shall affect only the rights between that particular CAO RESPONDENT and the

TOLLING PARTY. Such a termination shall not terminate or alter the rights between the other CAO RESPONDENTS and the TOLLING PARTY under this TOLLING AGREEMENT.

6. If the TOLLING PARTY terminates the TOLLING AGREEMENT, the termination shall affect only the rights between the TOLLING PARTY and the CAO RESPONDENT or CAO RESPONDENTS specifically identified in the termination notice. Such a termination shall not terminate or alter the rights between the TOLLING PARTY and any CAO RESPONDENT not specifically identified in the termination notice.

7. No CAO RESPONDENT shall have the right to terminate the rights that exist between the TOLLING PARTY and another CAO RESPONDENT under this TOLLING AGREEMENT.

8. This TOLLING AGREEMENT comprises the entire agreement of the parties with respect to the tolling of any statute of limitations and the doctrine of laches. This TOLLING AGREEMENT may be modified, amended, or supplemented only by a written instrument signed by all of the parties.

9. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this TOLLING AGREEMENT has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this TOLLING AGREEMENT on behalf of their respective parties.

10. This TOLLING AGREEMENT shall be interpreted in accordance with the substantive law of the state of Arkansas without application of choice of law rules.

11. The parties agree that this TOLLING AGREEMENT may be executed in counterparts and shall be deemed fully executed and binding when a counterpart has been executed by each party. Copies of executed counterparts provided in electronic format will be considered equivalent to their originals.

Tyco Fire Products LP

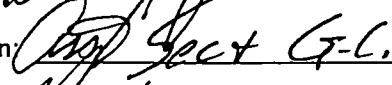
By: William L. Hewitt

Position: Vice President & Asst. Sec.

Date: March 16, 2010

Helena Chemical Company

By: 

Position: 

Date: 

, 2010

Exxon Mobil Corporation

By: *Mark J. Moore*

Position: *Agent and Attorney in Fact*

Date: *March 19th*, 2010

Chevron U.S.A. Inc.

By: 

Position: SENIOR COUNSEL

Date: MARCH 16, 2010, 2010